City of Santa Fe

AGENDA

MEETING OF THE PUBLIC WORKS AND UTILITIES COMMITTEE
FEBRUARY 08, 20215:00 PM
ATTEND VIRTUALLY

AMENDED AGENDA FOR PUBLIC WORKS AND UTILITIES COMMITTEE MEETING

Attendance: In response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, and the ban on public gatherings of more than five (5) people, the Public Works and Utilities Committee meeting will be conducted virtually.

Viewing: Members of the public may stream the meeting live on the City of Santa Fe's YouTube channel at https://www.youtube.com/user/cityofsantafe. The YouTube live stream can be accessed at this address from most smartphones, tablets, or computers.

The video recording of this meeting will also remain available for viewing at any time on the City's YouTube channel at https://www.youtube.com/user/cityofsantafe. Staff is available to help members of the public access pre-recorded meetings on-line at any time during normal business hours. Please call 955-6521 for assistance.

Agenda: The agenda for the meeting will be posted at https://santafe.primegov.com/public/portal.
Written Comments: The public may submit written comments on any of the consent items to be considered on the Consent Agenda, through 1:00 p.m. the day of the meeting, via the virtual comment "button" at santafe.primegov.com/portal/search.

Public Comment: To provide live public comment during the *Public Comment* section, you must join the Zoom meeting by internet or phone, as follows:

Internet: To join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet, use the following link: https://santafenm-gov.zoom.us/j/98185889750?pwd=Z3VkTU9GQUVCL3VVRGZzbm94U1dtZz09
Passcode: 603017. Attendees should use the "Raise Hand" function to be recognized by the Chairman to speak at the appropriate time.

City of Santa Fe

AGENDA

MEETING OF THE PUBLIC WORKS AND UTILITIES COMMITTEE
FEBRUARY 08, 20215:00 PM
ATTEND VIRTUALLY

Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: US: +1 346 248 7799 Webinar ID: 981 8588 9750. Passcode: 603017
Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Chairman to speak at the appropriate time

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **APPROVAL OF AGENDA**

4. **APPROVAL OF CONSENT AGENDA**

5. **APPROVAL OF MINUTES**

   a. Minutes from the January 25, 2021 Public Works and Utilities Committee.

6 **PUBLIC COMMENT**

   a To provide a live comment you must join the Zoom meeting by internet or phone, please e-mail or call Jamie-Rae Diaz, Administrative Manager, Public Utilities, jldiaz@santafenm.gov, 955-4233 by 1:00 p.m. the day of the meeting for the meeting link and/or call in number.

7. **PRESENTATION/INFORMATIONAL ITEMS**

   a. Matters from Public Utilities Staff regarding Wastewater Management Division's Anthony Keryte and the Canyon Road Water Treatment Plant receiving recognition from the NM Water and Wastewater Association. (Shannon Jones, Public Utilities Director, swjones@santafenm.gov, 955-4267)

8. **ACTION ITEMS: CONSENT**

   a. Consideration of Bill No. 2021-__: An Ordinance Amending Section 7-1.1 SFCC 1987 to Adopt the Newest Version of the International Energy Conservation Code as Adopted and Amended by the State of New Mexico

Construction Industries Division; and Amending Section 7-4.2 SFCC 1987, City of Santa Fe Green Building Code, to Update Code References in Conjunction with the Adoption of the 2018 International Energy Conservation Code as Adopted and Amended by the State of New Mexico Construction Industries Division. (Councilors Cassutt-Sanchez and Abeyta) (Jason Kluck, Assistant Planning and Land Use Director, jmkluck@santafenm.gov, 955-5937)

Committee Review:
Quality of Life Committee: 2/3/21
Public Works and Utilities Committee: 2/8/21
Governing Body (request to publish): 2/10/21
Governing Body (public hearing): 3/10/21

b. Request for the Approval of a Budget Increase (BAR) for the purchase of four collection vehicles, in the Total Amount of $945,329; Rush Truck Center, & Bruckner's Truck Sales via the Cooperative Education Services and Chalmers Ford via the Statewide Price Agreement; (Shirlene Sitton, ESD Division Director, sesitton@santafenm.gov, 955-2209
Committee Review:
Public Works and Utilities Committee: 2/8/2021
Finance Commitee: 2/15/2021
Governing Body 2/24/2021

c. Request for the Approval for the purchase of four collection vehicles, in the Total Amount of $945,329; Rush Truck Center, & Bruckner's Truck Sales via the Cooperative Education Services and Chalmers Ford via the Statewide Price Agreement; (Shirlene Sitton, ESD Division Director, sesitton@santafenm.gov, 955-2209)
Committee Review:
Public Works and Utilities Committee 2/8/2021
Finance Committee: 2/15/2021
Governing Body: 2/24/2021

d. Request for the Approval of the Purchase of Two Automated Side Load Collection Vehicles in the Total Amount of $743,982 for Residential Recycling and Waste Collection Services; Rush Truck Center via the Cooperative Education Services. (Shirlene Sitton, ESD Division Director, sesitton@santafenm.gov, 955-2209

Committee Review:
Public Works and Utilities Committee 2/8/2021
Finance Committee 2/15/2021
Governing Body 2/24/2021

e. Request approval for the use of the 2018 NMGRT reallocation of $322,190 capital funds from the GCCC Mezzanine project within Public Works for the purchase of a replacement street sweeper for the Streets Division (Thomas Martinez, Interim Transit Director Streets Division, tamartinez@santafenm.gov, (505) 955-2402).
Committee Review:
Public Works and Utilities Committee: 02/08/21
Finance Committee: 02/15/21
Governing Body: 02/24/21

f. Consideration of Bill No. 2021-2: An Ordinance Approving Global Management Performance Contract with Dalkia Energy Solutions, LLC, Subject to City Council Approval of a Separate Financing Transaction to Finance the Cost of the Global Management Performance Contract. (Mayor Alan Webber, Councilor Lindell and Councilor Rivera) (Brad Fluetsch, City of Santa Fe Cash and Investment Manager, bjfluetsch@santafenm.gov, 955-6885)

Committee Review:
Public Works and Utilities Committee: 01/25/21
Governing Body (Request to Publish): 01/27/21
Finance Committee: 02/15/21
Governing Body (Public Hearing): 02/24/21

g. Consideration of Bill No. 2021-3: An Ordinance Accepting Investment Grade Audit Report and Approving Energy Savings Performance Contract with Yearout Energy Services, LLC, Subject to City Council Approval of a Separate Financing Transaction to Finance the Cost of the Energy Savings Performance Contract. (Mayor Alan Webber, Councilor Lindell and Councilor Rivera)(Brad Fluetsch, City of Santa Fe Cash and Investment Manager, bjfluetsch@santafenm.gov, 955-6885)

Committee Review:
Public Works and Utilities Committee: 01/25/21
Governing Body (Request to Publish): 01/27/21

Public Works and Utilities Committee: 02/08/21
Finance Committee: 02/15/21
Governing Body (Public Hearing): 02/24/21

h. Consideration of Bill No. 2021-4: An Ordinance Approving Lease-Purchase Agreement and Escrow Agreement with Sterling National Bank for the Purpose of Financing the Installation of Energy Efficiency Measures in City Facilities Pursuant to the Energy Savings Performance Contract with Yearout Energy Services, LLC and the Global Management Performance Contract with Dalkia Energy Solutions, LLC. (Mayor Alan Webber, Councilor Lindell and Councilor Rivera) (Brad Fluetsch, City of Santa Fe Cash and Investment Manager, bjfluetsch@santafenm.gov, 955-6885)

Committee Review:
Public Works and Utilities Committee: 01/25/21
Governing Body (Request to Publish): 01/27/21
Public Works and Utilities Committee: 02/08/21
Finance Committee: 02/15/21
Governing Body (Public Hearing): 02/24/21

i. Request for Approval of Amendment #1 to Original Service Contract 20-0263 with FacilityBUILD, Inc to Increase Compensation in the Amount of $445,000 for Design/Build Services on a New Restroom in Downtown Santa Fe. (Curt E. Temple, Facilities Division Project Administrator, cetemple@santafenm.gov, 505-795-2439)

Committee Review:
Public Works and Utilities Committee: 02/08/2021
Finance Committee: 02/15/2021
Governing Body: 02/24/2021

j. Request for the Approval of Amendment No. 1 to MOA with the Santa Fe County in the Total Amount of $0 for the jointly funded SF Film Office. (Santa Fe County and Randy Randall, TSF Executive Director, rrandall@santafenm.gov, 955-6209)

Committee Review:
Public Works and Utilities Committee: 02/08/2021
Finance Committee: 02/15/2021
Governing Body: 02/24/2021

k. Request for the Approval of Amendment #2 to Lease Agreement #20-0257 by and between the City of Santa Fe and Garson Studios Santa Fe, llc., to extend the term of the lease by 18 months or until August 26, 2022. (Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 505-795-2491).
Committee Review:
Public Works and Utilities Committee: 02/08/2021
Finance Committee: 2/15/2021
Governing Body: 02/24/2021

l. CONSIDERATION OF RESOLUTION NO. 2021-____. (Councilor Vigil Coppler, Councilor Garcia, and Councilor Villarreal)
A Resolution Requiring Governing Body Approval Prior to Announcing the Availability of Any City-Owned Land, Buildings, or Other Real Property for Sale. (Andrea Salazar, Assistant City Attorney; asalazar@santafenm.gov, 955-6303 and Rich Brown, Economic and Community Development Director, rdbrown@santafenm.gov, 955-6625)

COMMITTEE REVIEW:
Public Works and Utilities Committee: 02/8/21
Governing Body: 02/10/21

9. **ACTION ITEMS: DISCUSSION**

10. **MATTERS FROM STAFF**

11. **MATTERS FROM THE COMMITTEE**

12. **MATTERS FROM THE CHAIR**

13. **NEXT MEETING: Monday, February 22, 2021**

14. **ADJOURN**

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

City of Santa Fe

MINUTES

REGULAR MEETING OF THE PUBLIC WORKS AND UTILITIES COMMITTEE JANUARY 25, 2021 AT 5:00 PM VIRTUAL MEETING

1. **CALL TO ORDER**

2. **ROLL CALL**

Members Present:

Councilor Chris Rivera
Councilor Michael Garcia
Councilor Roman Abeyta
Councilor Signe Lindell
Councilor JoAnne Vigil Coppler

Members Excused:

Others Attending:

Jamie-Rae Diaz, Administrative Manager
Regina Wheeler, Public Works Department Director
Shannon Jones, Public Utilities Department Director
Neal Denton, Attendee
Bradley Fluetsch, Attendee
Randy Lopez, Attendee

3. **APPROVAL OF AGENDA**

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Lindell, to approve the agenda as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

4. **APPROVAL OF CONSENT AGENDA**

MOTION: Councilor Garcia moved, seconded by Councilor Vigil Coppler, to approve the agenda as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

5. **APPROVAL OF MINUTES**

a. Minutes from the January 11, 2021 Public Works and Utilities Committee Meeting.

MOTION: Councilor Lindell moved, seconded by Councilor Abeyta, to approve the minutes as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

6 **PUBLIC COMMENT**

a To provide a live comment you must join the Zoom meeting by internet or phone, please e-mail or call Jamie-Rae Diaz, Administrative Manager, Public Utilities, jldiaz@santafenm.gov, 955-4233 by 1:00 p.m. the day of the meeting for the meeting link and/or call in number.

No Public Comment

7. **PRESENTATION**

a. Public Utilities Safety Report Update. (Shannon Jones, Public Utilities Department Director, swjones@santafenm.gov, 955-4267)

Shannon provided a brief update on the Public Utilities Safety Report along with Ashley Barela to provide an update on the City wide training efforts being done by HR. Chairman Rivera requested to add a colum of percentage of employees that received training in addition to the number of employees to the Public Utilities Report. Chairman Rivera would also like for the Human Resources Department to gather some sort of assessment of Safety being in Emergency Management rather than HR.

b. Public Works Safety Report Update. (Regina Wheeler, Public Works Department Director, rawheeler@santafenm.gov, 955-6622)

Regina Provided the Committee with a brief update on the Public Works Safety Report. Councilor Rivera request for Regina to get together with Shannon to see how to report this, so that this report is in the same excel format and also to include the number and percentage of employees that have attended trainings. The Committee would like to focus on who's doing the training, making sure employees are attending the trainings and that trainings are being done.

8. **ACTION ITEMS: CONSENT**

a. Consideration of Resolution No. 2020-__: A Resolution in Support of Senate Resolution 372 and House Resolution 835 and in Support of the 30 by 30 Campaign to Protect 30 Percent of Lands and Ocean by 2030. (Mayor Webber) (Neal Denton, Sustainability Planner, nhdenton@santafenm.gov, 955-2229)

MOTION: Councilor Garcia moved, seconded by Councilor Vigil Coppler, to approve the resolution as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

Approved on Consent Agenda to forward to 01/27/2021 Governing Body

b. Request for Approval of a Budget Amendment Resolution (BAR) in the total amount of $205,000 from the Cash Balance in Water Enterprise fund to the Transmission and Distribution Operating Supplies. (5050386.530200). (Randy Lopez, Transmission and Distribution Supervisor, rjlopez@santafenm.gov, 955-4246)

Committee Review:
Public Works and Utilities Committee: 01/25/2021
Finance Committee: 02/01/2021
Governing Body: 02/10/2021

MOTION: Councilor Garcia moved, seconded by Councilor Vigil Coppler, to approve the budget adjustment resolution (BAR) as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

Approved on Consent Agenda to forward to the 2/1/2021 Finance Committee

c. Consideration of Bill No. 2021-2: An Ordinance Approving Global Management Performance Contract with Dalkia Energy Solutions, LLC, Subject to City Council Approval of a Separate Financing Transaction to Finance the Cost of the Global Management Performance Contract. (Mayor Alan Webber, Councilor Lindell and Councilor Rivera) (Brad Fluetsch, City of Santa Fe Cash and Investment Manager, bjfluetsch@santafenm.gov, 955-6885)

Committee Review:
Public Works and Utilities Committee – 01/25/21
Governing Body (Request to Publish) – 01/27/21
Finance Committee – 02/15/21
Governing Body (Public Hearing) – 02/24/21

Approved on Consent Agenda to forward to 01/27/2021 Governing Body

MOTION: Councilor Garcia moved, seconded by Councilor Vigil Coppler, to approve the bill as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

d. Consideration of Bill No. 2021-3: An Ordinance Accepting Investment Grade Audit Report and Approving Energy Savings Performance Contract with Yearout Energy Services, LLC, Subject to City Council Approval of a Separate Financing Transaction to Finance the Cost of the Energy Savings Performance Contract. (Mayor Alan Webber, Councilor Lindell and Councilor Rivera)(Brad Fluetsch, City of Santa Fe Cash and Investment Manager, bjfluetsch@santafenm.gov, 955-6885)

Committee Review:
Public Works and Utilities Committee: 01/25/21
Governing Body (Request to Publish): 01/27/21
Public Works and Utilities Committee: 02/08/21
Finance Committee: 02/15/21
Governing Body (Public Hearing): 02/24/21

MOTION: Councilor Garcia moved, seconded by Councilor Vigil Coppler, to approve the bill as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

Approved on Consent Agenda to forward to 01/27/2021 Governing Body

e. Consideration of Bill No. 2021-4: An Ordinance Approving Lease-Purchase Agreement and Escrow Agreement with Sterling National Bank for the Purpose of Financing the Installation of Energy Efficiency Measures in City Facilities Pursuant to the Energy Savings Performance Contract with Yearout Energy Services, LLC and the Global Management Performance Contract with Dalkia Energy Solutions, LLC. (Mayor Alan Webber, Councilor Lindell and Councilor Rivera) (Brad Fluetsch, City of Santa Fe Cash and Investment Manager, bjfluetsch@santafenm.gov, 955-6885)

Committee Review:
Public Works and Utilities Committee: 01/25/21
Governing Body (Request to Publish): 01/27/21
Public Works and Utilities Committee: 02/08/21
Finance Committee: 02/15/21
Governing Body (Public Hearing): 02/24/21

MOTION: Councilor Garcia moved, seconded by Councilor Vigil Coppler, to approve the bill as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Rivera, Councilor Garcia, Councilor Abeyta, Councilor Lindell, Councilor Vigil Coppler

Against: None

Abstain: None

Approved on Consent Agenda to forward to 01/27/2021 Governing Body

9. **ACTION ITEMS: DISCUSSION**

10. **EXECUTIVE SESSION**

11. **MATTERS FROM STAFF**

New Engineering Director for Public Works starts on Monday, he will attend the next PWUC meeting.

12. **MATTERS FROM THE COMMITTEE**

13. **MATTERS FROM THE CHAIR**

14. **NEXT MEETING: February 08 2021**

15. **ADJOURN**

5:55

_____ Liaison

_____ Chair

City of Santa Fe, New Mexico

memo

Date: February 1, 2021

To: Public Works/Public Utilities Committee

From: Shannon Jones, Public Utilities Department Director *SJ*

ITEM AND ISSUE:

Informational item regarding Wastewater Management Division's, Anthony Keryte, and the Sangre de Cristo Water Plant (Canyon Road Water Treatment Plant) receiving recognition from the New Mexico Water and Wastewater Association (NMWWA).

BACKGROUND AND SUMMARY:

In January of 2021 the NMWWA recognized two (2) outstanding examples from within the City's Public Utilities Department for excellence in Water and Wastewater utility service.

Anthony Keryte received the Wastewater Collection System Outstanding Operator of the Year Award. This award is presented annually to an individual identified by the NMWWA to have demonstrated excellence in operating and maintaining a wastewater collection system. Mr. Keryte has been employed with the City of Santa Fe for 2 years and came to the City from Isleta Pueblo where he resides and worked for over 10 years. Anthony currently holds a New Mexico State Environmental Department Level 2 certification in wastewater and a Level 2 certification in water. Anthony hold certifications in welding, Backhoe, OHSA 10, Hands on Electrical and Plumbing Maintenance, Hazard Communication, Loader & Tandem and Basic Flagger, Arc Flash Electrical Safety, Work Zone Traffic Control Technician Training, and Pipeline Emergency Response and Damage Prevention. Anthony is a great asset to the city of Santa Fe, not only with his certifications but he is always willing to step in and help by volunteering for standby and taking on special projects. When Anthony is not working he enjoys spending time with his kids, golfing, fishing, hunting and snowboarding. Anthony enjoys being an active member in his native ceremony's and working on water conservation within his pueblo.

Sangre De Cristo Water Treatment Plant (AKA Canyon Road Water Treatment Plant) received the NMWWA Section President Award for Most Improved Facility in 2020. The staff at the facility has demonstrated excellent service to the City of Santa Fe by maintaining a positive attitude and a strong work ethic. The Canyon Road team is diligent in operation and maintenance of the water plant that was constructed in 1975, as well as the rest of the water system including

groundwater wells, pump stations, storage tanks, and everything else in between the upper water shed and Santa Fe's taps. Canyon Road Water Treatment is definitely one of the most prized facilities in the water division and the staff dedicated to this facility are well deserved of this award.

Jonathan Montoya,	Source of Supply Manager,
Aaron Rand,	Plant Operations Superintendent
Joe Olivas,	Maintenance Superintendent
Florencia Ortega,	Account Technician
Jason Devargas,	Equipment Repairman Lead
Noel Martinez,	Equipment Repairman Lead
Orlando Mendonca,	Equipment Repairman Lead
Bryan Montoya,	Equipment Repairman Lead
Alex Gamino,	Automation and Security System Administrator
Bernardino Alvarado,	Water Operator Entry
Christopher Francisco,	Water Operator Entry
Nathaniel Lopez,	Water Operator Entry
Rory Eastman,	Water Operator Intermediate
Shane Padilla,	Water Operator Advanced
Joaquin Aguirre,	Water Operator Lead
Lauren Chavez,	Water Operator Lead
Mark Cordova,	Water Operator Lead
Brian Mascarenas,	Water Operator Lead

2021 66th NMWWA AWARDS CEREMONY

NEW MEXICO
Water and Wastewater Association

Wastewater Collection System

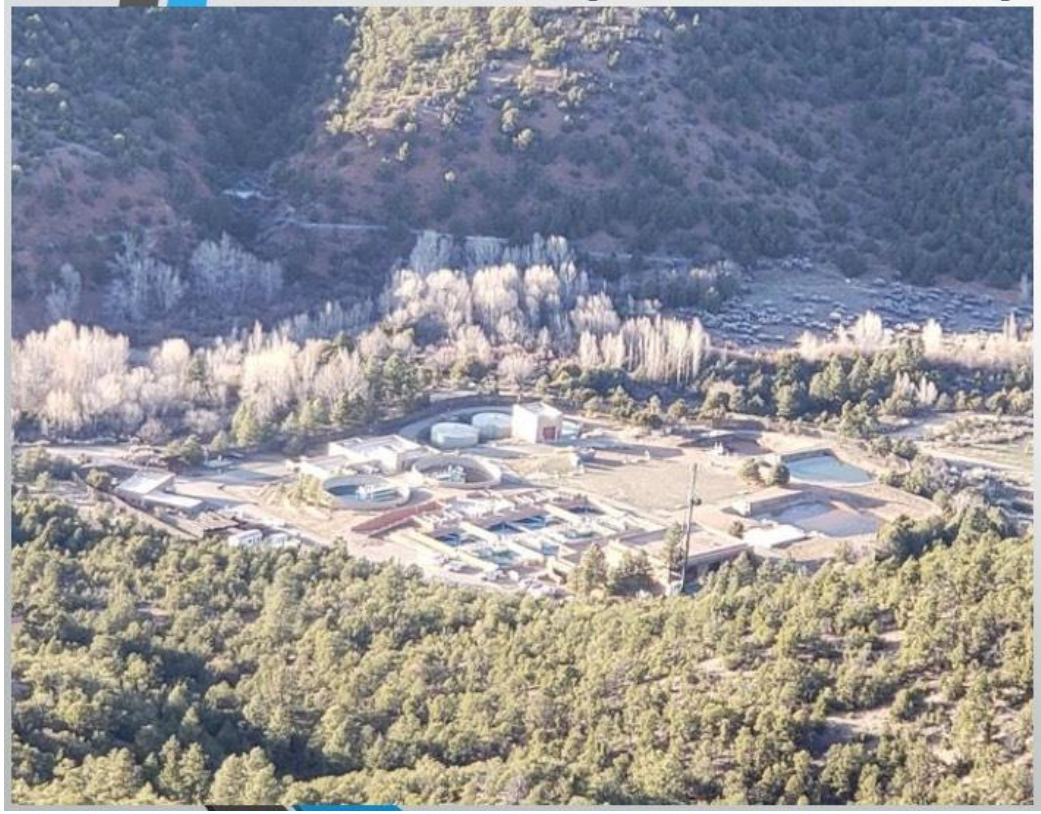
Outstanding Operator of the Year Award



Anthony Keryte
City of Santa Fe

2021 66th NMWWA AWARDS CEREMONY

"Section President's Award"
for most Improved Facility in 2020





NE SECTION - CITY OF SANTA FE
Sangre de Cristo Water Plant

City of Santa Fe New Mexico
Memorandum

Date: January 28, 2021

To: Quality of Life Committee, Public Works and Utilities Committee, and the Governing Body

Via: Elias Isaacson, Planning and Land Use Director ESI
ESI
Sally Paez, Assistant City Attorney SAP
SAP

From: Jason M. Kluck, Assistant Land Use Director jmk
jmk

RE: Adoption of the 2018 New Mexico Energy Conservation Code with associated code cycle reference updates to the City Residential Green Building Code

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EXECUTIVE SUMMARY:

The proposed legislation would amend the City's energy conservation code included in the City's Building Code, Subsection 7-1.1(A)(7), SFCC 1987. Specifically, the legislation would adopt the 2018 New Mexico Energy Conservation Code, which was already adopted by the State of New Mexico, Regulation and Licensing Department, Construction Industries Division on September 25, 2020. The 2018 New Mexico Energy Conservation Code adopted the 2018 International Energy Conservation Code, as amended. *See* 2018 New Mexico Residential Energy Conservation Code, 14.7.6 NMAC (5/27/2004, as amended through 9/25/2020); 2018 New Mexico Commercial Energy Conservation Code, 14.7.9 (9/25/2020). The proposed legislation also amends SFCC Section 7-4.2 – Residential Green Building Code to update associated code cycle references.

Under state law, the City's building codes must meet or exceed the requirements set forth in the State's building codes. *See* NMSA 1978, § 3-17-1(A) (providing that building codes adopted by municipalities may not conflict with New Mexico laws or valid regulations issued by a state agency and must provide for "minimum requirements at least equal to the state requirements on the same subject"); NMSA 1978, § 60-13-44 ("All political subdivisions of the state are subject to the provisions of codes adopted and approved under the Construction Industries Licensing Act. Such codes constitute a minimum requirement for the codes of political subdivisions."). The City is required to impose the new requirements no later than April 1, 2021. *See* 14.7.6.5 NMAC; 14.7.9.5 NMAC.

BACKGROUND:

Model energy codes for building construction are critical for increasing energy efficiency of new and remodeled buildings. These codes not only ensure a minimum standard of energy consumption, primarily through requirements that reduce heating, cooling, and lighting loads, but

they also impact safety and comfort through requirements for air ventilation and reducing moisture accumulation and mold. Building energy codes focus on three primary areas: building envelope, mechanical systems, and lighting systems. The building envelope includes roof, wall, and floor insulation; window, door, and skylight performance; and air leakage. Mechanical systems look at efficiency of space heating and cooling, water heating equipment, ventilation, system controls, and duct and pipe insulation. Lighting systems focus on efficiency of lighting equipment and requirements for lighting controls. Energy codes for new construction and remodeling also have important equity impacts by lowering utility bills for the poorest occupants and by increasing the quality and longevity of building construction, thus reducing overall maintenance costs. Energy efficiency measures generally result in significant direct utility cost savings, which can result in life cycle savings of more than quadruple the initial investment cost.

The City of Santa Fe has shown leadership in adopting advanced codes for energy efficiency. In 2009, Santa Fe adopted a residential green building code that required all new residences to get a Home Energy Rating Score (HERS) that meets a minimum threshold. The adoption of the 2018 energy code is projected to make new homes and commercial buildings approximately 20% more efficient than they were under the previous state code with multiple paths to meet performance criteria for more construction types. Residential construction will still meet the City's more stringent green code requirements without significant additional required measures and with an anticipated cost of less than 1% of the median home value in Santa Fe.

ACTION REQUESTED:

Staff recommends that the Committees should make a positive recommendation to the Governing Body concerning the proposed legislation and that the Governing Body should adopt the proposed legislation.

ATTACHMENTS:

Bill
Attachment A – 2018 New Mexico Residential Energy Conservation Code
Attachment B – 2018 New Mexico Commercial Energy Conservation Code
Attachment C – Analysis of changes from the 2009 to 2018 code
FIR

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2021-__

INTRODUCED BY:

Councilor Jamie Cassutt-Sanchez

Councilor Roman "Tiger" Abeyta

underscored material = new [~~bracketed material~~] = delete

AN ORDINANCE

AMENDING SECTION 7-1.1 SFCC 1987 TO ADOPT THE NEWEST VERSION OF THE INTERNATIONAL ENERGY CONSERVATION CODE AS ADOPTED AND AMENDED BY THE STATE OF NEW MEXICO CONSTRUCTION INDUSTRIES DIVISION; AND AMENDING SECTION 7-4.2 SFCC 1987, CITY OF SANTA FE GREEN BUILDING CODE, TO UPDATE CODE REFERENCES IN CONJUNCTION WITH THE ADOPTION OF THE 2018 INTERNATIONAL ENERGY CONSERVATION CODE AS ADOPTED AND AMENDED BY THE STATE OF NEW MEXICO CONSTRUCTION INDUSTRIES DIVISION.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Section 7-1.1 of SFCC 1987 (being Ord. No. 2008-1, § 3, as amended) is amended to read:

7-1.1 Adoption of codes.

A. For the purpose of regulating the erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area,

unobstructed maintenance of required yards, and maintenance of buildings or structures within the planning and platting jurisdiction of the city, the following provisions and codes are adopted by reference and incorporated as fully as if set out herein unless otherwise amended by the city:

(1) Section 14.5.1 New Mexico Administrative Code (NMAC) General Provisions;

(2) Section 14.5.2 New Mexico Administrative Code (NMAC) Permits;

(3) Section 14.5.3 New Mexico Administrative Code (NMAC) Inspections;

(4) 2015 New Mexico Commercial Building Code adopted by the state of New Mexico construction industries division (NMAC 14.7.2), as may be amended from time to time, which adopts and amends the International Building Code (IBC);

(5) 2015 New Mexico Residential Building Code adopted by the state of New Mexico construction industries division (NMAC 14.7.3), as may be amended from time to time, which adopts and amends the International Residential Code (IRC);

(6) 2015 New Mexico Earthen Building Materials Code adopted by the state of New Mexico construction industries division (NMAC 14.7.4), as may be amended from time to time;

(7) [~~2009~~] 2018 New Mexico Energy Conservation Code adopted by the state of New Mexico construction industries division (NMAC 14.7.6, residential code; and NMAC 14.7.9, commercial code), as may be amended from time to time, which adopts and amends the International Energy Conservation Code (IECC);

(8) 2015 New Mexico Existing Building Code adopted by the state of New Mexico construction industries division (NMAC 14.7.7), as may be amended from time to time, which adopts and amends the International Existing Building Code (IEBC);

(9) 2015 New Mexico Historic Earthen Buildings code adopted by the state of New Mexico construction industries division (NMAC 14.7.8), as may be amended

from time to time;

(10) 2015 New Mexico Plumbing Code adopted by the state of New Mexico construction industries division (NMAC 14.8.2), as may be amended from time to time, which adopts and amends the Uniform Plumbing Code (UPC), and as further amended in Sections 7-1.8 and 7-1.9 SFCC 1987;

(11) 2012 New Mexico Swimming Pool, Spa, and Hot Tub Code adopted by the state of New Mexico construction industries division (NMAC 14.8.3), as may be amended from time to time, which adopts and amends the Uniform Swimming Pool, Spa, and Hot Tub Code (USPSHTC);

(12) 2015 New Mexico Mechanical Code adopted by the state of New Mexico construction industries division (NMAC 14.9.2), as may be amended from time to time, which adopts and amends the Uniform Mechanical Code (UMC);

(13) 2012 New Mexico Solar Energy Code adopted by the state of New Mexico construction industries division (NMAC 14.9.6), as may be amended from time to time, which adopts and amends the Uniform Solar Energy Code (USEC);

(14) 2017 New Mexico Electrical Code adopted by the state of New Mexico construction industries division (NMAC 14.10.4), as may be amended from time to time, which adopts and amends the National Electrical Code (NEC); and

(15) 2012 New Mexico Electrical Safety Code adopted by the state of New Mexico construction industries division (NMAC 14.10.5), as may be amended from time to time, which adopts and amends the National Electrical Safety Code (NESC).

B. Any person violating or failing, neglecting, or refusing to comply with the provisions of the codes set forth in paragraph A. above or the other requirements of this chapter shall be subject to the enforcement provisions set forth in Sections 1-3 and 14-11 SFCC 1987.

C. A copy of the codes set forth in paragraph A. and this chapter shall be kept on file in the office of building inspections and shall be available for public inspection at all reasonable times.

Section 2. Section 7-4.2 of SFCC 1987 (being Ord. No. 2009-9, § 3, as amended) is amended to read:

7-4.2 Residential Green Building Code.

A. *Purpose*. The purpose of this section is to:

(1) Provide criteria for rating the environmental performance of single-family residential construction and site design practices and provide guidelines for documentation that demonstrates conformance with those criteria;

(2) Encourage cost-effective and sustainable building methods by encouraging conservation of fossil fuels, water and other natural resources, reduction of greenhouse gas emissions, recycling of construction materials, reducing solid waste and improving indoor air quality;

(3) Identify the specific requirements for complying with the requirements of the Residential Green Building Code; and

(4) Encourage more aggressive green building development through incentives and rewards to work toward the goals of the 2030 challenge as adopted by the governing body by Resolution No. 2006-55.

B. *Residential Green Building Code; Applicability*.

(1) The provisions of the Santa Fe Residential Green Building Code shall apply to:

(a) New single-family, attached and detached, residential units as defined by the 2015 International Residential Code or its successor as adopted by the city;

(b) Modular homes which are built off-site and brought onto the site, provided that the land use director may approve exceptions to specific code requirements upon a showing by the applicant or modular home supplier that compliance would cause undue burden; and

(c) Residential additions that provide for living, sleeping, eating, cooking and sanitation. Only the addition is subject to the code provisions, not the existing structure.

(2) Upon request of an applicant, applications for permits submitted prior to March 1, 2017, may be issued in compliance with the prior version of Residential Green Building Code. The permit fee in paragraph F of this subsection shall apply.

C. *Relationship to Other Codes; Compliance; Exceptions.*

(1) The requirements of this section are in addition to and do not replace the requirements of other sections of this chapter and other chapters of this Code, including without limitation, all of the life safety codes, historic preservation ordinance, land development code and adopted building codes and development standards.

(2) All submittals and approvals required under this Residential Green Building Code shall be rendered in conjunction with a residential building permit application and related field inspections. The application shall be on a form approved by the land use director. The applicant shall demonstrate compliance with all of the provisions of this section prior to the issuance of a certificate of occupancy by the land use director.

(3) For a structure located in an historic overlay district where it can be demonstrated that strict compliance with the requirements of this section cannot be achieved without an exception to the historic overlay district requirements, the requirements of this section may be adjusted so as to resolve the conflict between the two

(2) sections of the Code.

D. *Administration.*

(1) The land use director shall:

(a) Administer and enforce the Residential Green Building Code; and

(b) Require an applicant for a building permit, to prepare and submit Residential Green Building Code documentation to the green code administrator or designee to assure compliance with this section.

E. *Requirements.*

(1) *Energy performance levels*. A documented analysis of the building's energy performance using software in accordance with [~~2009 IGC IECC~~] 2018 International Code Council International Energy Conservation Code ["IECC"] Section 405 is required. A projected Home Energy Rating System ("HERS") index, or equivalent, shall be submitted as part of a building permit application and a report of the confirmed HERS index, or equivalent, meeting the standards of this section is required prior to issuance of a certificate of occupancy. The required HERS index for residences up to and including three thousand (3,000) square feet of conditioned space shall be 65 until January 1, 2018, when it shall be reduced to 60. The required HERS index for residences over three thousand (3,000) feet of conditioned space shall be reduced by one point for each one hundred (100) square feet of conditioned space over three thousand (3,000), or pro-rata portion thereof, until the required HERS index is zero and shall be zero for those and larger residences.

(2) *HERS raters.* HERS raters shall be certified to conduct HERS analysis by passing educational courses and obtaining continuing education credits as required by the land use director. In addition HERS raters shall:

(a) Confirm ventilation rates of the ventilation equipment used to satisfy the required house ventilation and report the findings to the planning and land use department;

(b) Supply a report that includes the building components contributing to achievement of the required HERS index to be compared to the building plans submitted for a building permit. Reports approved to supply this information shall be approved by the land use director; and

(c) Supply an estimation of the greenhouse gas emissions avoided and the electricity and natural gas usage avoided when submitting the final or confirmed HERS index. Reports approved to supply this information shall be approved by the land use director.

(3) *Building envelope insulation values.* Building insulation levels shall meet the requirements of overall UA for [~~2015~~] 2018 IECC. A report of compliance shall be provided to the city as part of a building permit application. Reports approved to supply this information shall be approved by the land use director.

(4) *Building thermal envelope insulation confirmation.* The insulation installers shall provide a certification complying with a template to be provided by the planning and land use department listing the type, manufacturer and R-value of insulation installed in each element of the building thermal envelope. For blown or sprayed insulations (fiberglass and cellulose), the initial installed thickness, settled thickness, settled R-value, installed density, coverage area and number of bags installed shall be listed on the certification. For insulated siding, the R-value shall be listed on the product's package and shall be listed on the certification. The insulation installer shall sign, date and provide the certification in a conspicuous location on the job site. (Consistent with 2015 IRC Section N1101.10.1.)

(5) *Air sealing and insulation.* The air barrier and insulation installation criteria from Table [~~402.4.2~~] 402.4.1.1 from the [~~2009 International Energy Conservation Code~~] 2018 IECC shall be visually inspected pursuant to Section [~~402.4.2.2~~] 402.4.1.1 whether or not the testing option from Section [~~402.4.2.1~~] 402.4.1.2 has been achieved. Insulation values shall be verified to match those used to obtain the required HERS rating.

(6) *Duct installation.* The installation instructions for heating, ventilation and air conditioning equipment shall be made available to the inspector conducting the duct installation inspection to ensure ducting meets the manufacture's specifications. It shall be located on the equipment or in a conspicuous location adjacent to the equipment to be easily located by the inspector.

(7) *Duct leakage.* Duct tightness shall be verified in accordance with [~~2009~~] 2018 IECC section [~~403.2.2~~] 403.3.4 and shall not exceed six (6) percent of total fan flow.

(8) *Duct protection during construction.* All boots, ducts and ventilation openings shall be sealed during construction to prevent dust and debris from entering them and shall remain sealed until they are put into operation.

(9) *Water conservation levels.* Water conservation features are implemented to achieve conservation performance shall be required. A documented analysis using the water efficiency rating score ("WERS") tool showing a maximum score of 70 shall be submitted to the planning and land use department as part of a building permit application and a report of the confirmed rating with a maximum score of 70 shall be submitted to the planning and land use department prior to receiving a certificate of occupancy.

(10) *Whole-house mechanical ventilation requirement.* Mechanical ventilation shall be required at a rate based on the following formula: required cubic feet

per minute of ventilation = (total heated floor area × .01) + ((number of bedrooms + 1) × 7.5).

(11) *Heating and cooling equipment sizing and system design.*

(a) Heating and cooling equipment and appliances shall be sized in accordance with Air Conditioning Contractors of America ("ACCA") Manual S or other approved sizing methodologies based on building loads calculated in accordance with ACCA Manual J (version 8 or higher) or other approved heating and cooling methodologies.

(b) Duct systems serving heating, cooling, and ventilation equipment shall be designed and installed in accordance with ACCA Manual D, the manufacturer's installation instructions or other approved methodologies.

(c) Radiant hydronic systems shall be designed using manufacturer's recommendations, mechanical engineer design specifications or other approved hydronic heating design methods, and shall include equipment specifications, the number of zones, pipe diameter, length, and flow rate for each zone.

(d) ACCA Manual J and S, and Manual D and radiant design reports, as applicable, along with an AHRI (Air-Conditioning, Heating and Refrigeration Institute) certificate or equivalent mechanical equipment certification shall be submitted to the planning and land use department either at time of building permit application or no later than the completion of rough framing. Duct design reports shall be submitted before ducts are installed. Radiant hydronic system in concrete shall be submitted before installation.

(e) All HVAC documents submitted are subject to review and approval by the land use director before installation. Other approved HVAC design methodologies shall be approved by the land use director.

(12) Installation of a radon mitigation system consistent with Appendix F of the 2015 International Residential Building Code.

(13) *Disclosure of building performance and homeowner's manual.* The following items shall be documented and included in a homeowners manual provided to the first homeowner and available for review for homes that are for sale on forms provided by the land use director:

(a) The confirmed HERS index;

(b) The blower door result at ACH 50;

(c) The required amount of ventilation and the archived ventilation rate in air changes per hour;

(d) The type of ventilation system used;

(e) The percentage better that the UA is above the [~~2015~~] 2018 IECC maximum requirement;

(f) The confirmed WERS;

(g) A diagram showing the location of shut off valves for water, electricity and any combustions fuels (natural gas or propane) with labels in English and Spanish;

(h) The manuals for all major equipment and fixtures in English and in Spanish if available; and

(i) All other homeowner manual items available from the planning and land use department at the time of certificate of occupancy for that purpose.

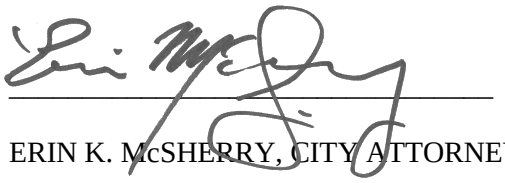
F. *Permit Fee.*

[~~(1)~~] Applicants for residential building permits shall pay a green building code permit fee of one hundred dollars ($100.00) for each residential unit, subject to the provisions for fee waivers under subsection 14-8.11(G)(2)(a).

G. *Effective Date.*

[~~(1)~~] Section 7-4.1 SFCC 1987 shall be effective July 1, 2009.

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

TITLE 14 HOUSING AND CONSTRUCTION
CHAPTER 7 BUILDING CODES GENERAL
PART 6 2018 NEW MEXICO RESIDENTIAL ENERGY CONSERVATION CODE

14.7.6.1 ISSUING AGENCY: Construction Industries Division (CID) of the Regulation and Licensing Department.
[14.7.6.1 NMAC - Rp, 14.7.6.1 NMAC, 9/25/2020]

14.7.6.2 SCOPE: This rule applies to all residential contracting work performed in New Mexico on or after September 25, 2020, that is subject to the jurisdiction of CID, unless performed pursuant to a permit for which an application was received by CID before that date.
[14.7.6.2 NMAC - Rp, 14.7.6.2 NMAC, 9/25/2020]

14.7.6.3 STATUTORY AUTHORITY: Sections 60-13-9 and 60-13-44 NMSA 1978.
[14.7.6.3 NMAC - Rp, 14.7.6.3 NMAC, 9/25/2020]

14.7.6.4 DURATION: Permanent.
[14.7.6.4 NMAC - Rp, 14.7.6.4 NMAC, 9/25/2020]

14.7.6.5 EFFECTIVE DATE: September 25, 2020 unless a later date is cited at the end of a section.
[14.7.6.5 NMAC - Rp, 14.7.6.5 NMAC, 9/25/2020]
[From the date of publication of this rule in the New Mexico register, until month 3/2021, permits may be issued under either the previously-adopted rule, or this rule. After month 3/2021, permits may be issued only under this rule.]

14.7.6.6 OBJECTIVE: The purpose of this rule is to establish minimum standards for energy conservation for residential construction in New Mexico.
[14.7.6.6 NMAC - Rp, 14.7.6.6 NMAC, 9/25/2020]

14.7.6.7 DEFINITIONS: See 14.5.1 NMAC, General Provisions and Chapter 2 of the IECC as amended in 14.7.6.10 NMAC.
[14.7.6.7 NMAC - Rp, 14.7.6.7 NMAC, 9/25/2020]

14.7.6.8 ADOPTION OF THE 2018 NEW MEXICO RESIDENTIAL ENERGY CONSERVATION CODE:

A. This rule adopts by reference the 2018 international energy conservation code (IECC), as amended by this rule.

B. In this rule, each provision is numbered to correspond with the numbering of the 2018 international residential energy conservation code.

C. This rule is to be applied to each of the following New Mexico building codes, including the NMRBC, NMPC, NMMC and the NMEC.
[14.7.6.8 NMAC - Rp, 14.7.6.8 NMAC, 9/25/2020;

14.7.6.9 CHAPTER 1 - ADMINISTRATION:

A. Section R101 - General.

(1) R101.1 Title. Delete this section of the IECC and substitute: this rule shall be known as 14.7.6 NMAC, the 2018 New Mexico Residential Energy Conservation Code (NMRECC).

(2) R101.2 Scope. Delete this section of the IECC and see 14.7.6.2 NMAC, Scope.

(3) R101.3 Intent. Delete this section of the IECC and see 14.7.6.6 NMAC, Objective.

(4) R101.5.1 Compliance materials. Delete this section of the IECC and substitute the following: the code official shall be permitted to approve specific computer software, worksheets, compliance manuals and other similar materials that meet the intent of this code, including but not limited to ComCheck, ResCheck, and worksheet or trade-off sheets from the New Mexico energy conservation code residential applications manual, issued by the New Mexico department of energy.

B. Section R102 Alternate Materials-Method of Construction, Design for Insulating Systems. See this section of the IECC.

C. Section R103 Construction Documents. Delete this section of the IECC and see 14.5.2 NMAC, Permits except retain Section R103.2 as amended.

D. Section R103.2 Information on construction documents. Delete section and substitute the following: Ducts shall be installed in accordance with Chapter 6 and Chapter 17 of the New Mexico Mechanical Code and current applicable standards.

E. Section R104 Fees. Delete this section of the IECC and see 14.5.5 NMAC, Fees.

F. Section R105 Inspections. Delete this section of the IECC and see. 14.5.3 NMAC, General Provisions.

G. Section R106 Validity. Delete this section of the IECC and see. 14.5.2.12 NMAC Permits.

H. Section R107 Referenced Standards. All references to the international residential code shall be deemed references to 14.7.3 NMAC, the New Mexico Residential Building Code (NMRBC). All references to the international plumbing code shall be deemed references to 14.8.2 NMAC, the New Mexico Plumbing Code (NMPC). All references to the international mechanical code shall be deemed references to 14.9.2 NMAC, the New Mexico Mechanical Code (NMMC). All references to the ICC or International Electrical Code shall be deemed references to 14.10.4 NMAC, the New Mexico Electrical Code (NMEC). All references to the international energy conservation code shall be deemed references to 14.7.6 NMAC, the New Mexico Residential Energy Conservation Code (NMRECC). All references to the international fuel gas code in the 2018 IECC are deemed references to the NMMC or the LP gas standards found at 19.15.40 NMAC, and Sections 70-5-1 through 70-5-23 NMSA 1978.

I. Section R108 Stop Work Order. Delete this section of the IECC and see 14.5.3 NMAC, Inspections.

J. Section R109 Board of Appeals. Delete this section of the IECC and See 14.5.1 NMAC, General Provisions.

[14.7.6.9 NMAC - Rp, 14.7.6.9 NMAC, 9/25/2020;

14.7.6.10 CHAPTER 2 - DEFINITIONS: See this chapter of the IECC residential provisions, adding the following definitions.

A. Section R201.1 Scope. See this section of the IECC and add the following: If the same term is defined in the New Mexico construction codes and in the IECC, the term shall have the meaning given it in the New Mexico construction codes.

B. Section R201.3 Terms defined in other codes. Delete this section of the IECC and substitute with the following: Terms defined in the New Mexico Residential Construction Code.

C. Section R201.4 Terms not defined in other codes. See this chapter of the IECC.

D. Section R202 General Definitions. See this section of the IECC except as provided below.

(1) Unconditioned space. Add the following definition: Space within a building that is not mechanically heated or cooled and is outside the building thermal envelope.

(2) Vapor retarder class. Add the following definition: a measure of a material or assembly's ability to limit the amount of moisture that passes through that material or assembly. Vapor retarder class shall be defined using the desiccant method of ASTME96 as follows:

(a) class I: 0.1 perm or less;

(b) class II: > 0.1 perm □1.0 perm;

(c) class III: > 1.0 perm <10 perm.

(3) NMRECC means 2018 New Mexico Residential Energy Conservation Code.

(4) NMRBC means 14.7.3 NMAC, 2015 New Mexico Residential Building Code, which adopts by reference and amends the 2015 International Residential code.

(5) NMPC means 2015 New Mexico Plumbing Code, which adopts by reference and amends the 2015 Uniform Plumbing Code.

(6) NMMC means 14.9.2 NMAC, NMMC 2015 New Mexico Mechanical Code, which adopts by reference and amends the 2015 Uniform Mechanical Code.

(7) NMEC means 14.10.4 NMAC, NMEC 2017 New Mexico Electrical Code, which adopts by reference and amends the 2017 National Electrical Code.

(8) RESNET Software. Is an approved software program to meet the performance requirements of the IECC.

(9) COMCHECK. Is the residential energy compliance tool designed by the U.S. department of energy (DOE) to clarify residential energy code compliance providing a user information whether building meets the requirements of the International Energy Conservation Code (IECC) and ASHRAE 90.1, as well as state-specific codes.

(10) RESCHECK. A document describing the overall efficiency of the insulation of a building which works by performing a simple U-factor x Area (UA) calculation for each building assembly to determine the overall UA of a building. The UA of the proposed project building is compared to the code requirements.

(11) ASTM. Means the American society for testing and materials, an international standards organization that develops and publishes voluntary consensus building technical standards for a wide range of materials utilized in construction.

(12) HERS. Means the home energy rating system index and is the industry standard by which a home's energy efficiency is measured. It is also the nationally recognized system for inspecting and calculating a home's energy performance.

[14.7.6.10 NMAC - Rp, 14.7.6.10 NMAC, 9/25/2020]

14.7.6.11 CHAPTER R301 - CLIMATE ZONES: See this Chapter of the IECC except delete the text of section 301.1 General and replace with the following: the table below in conjunction with Table 301.3(2) shall be used to determine the applicable requirements for Chapters 4. Locations not listed in the table below shall use either Table 301.1, Section 301.3, or the building official may designate a climate zone consistent with the elevation, HDD & CDD from the table below.

Table 301.2
New Mexico Climate Zones Based on Heating and Cooling Degree Days

City	County	Elev. (feet)	Heating Degree Days (HDD) 65°F	Cooling Degree Days (CDD) 50°F day	Climate Zone
Abiquiu Dam	Rio Arriba	6380	5872		5B
Angel Fire	Colfax	8406	9769	195	7B
Alamogordo	Otero	4350	3053	5309	3B
Albuquerque	Bernalillo	5312	4332	4462	4B
Artesia	Eddy	3380	3366	5374	3B
Aztec Ruins	San Juan	5644	5757		5B
Belen	Valencia	4800	4432	5012	3B
Bernalillo	Sandoval	5052	4782	4138	4B
Bloomfield	San Juan	5456	5490		5B
Bosque del Apache	Socorro	4520	3916	5012	3B
Carlsbad	Eddy	3295	2813	5997	3B
Carrizozo	Lincoln	5438	4234	3631	4B
Cedar Crest	Bernalillo	6581	5703		5B
Chaco Canyon	San Juan	6200	6137		5B
Chama	Rio Arriba	7871	8254		6B
Clayton	Union	5056	5150	3170	4B
Cloudcroft	Otero	8801	7205		6B
Clovis	Curry	4268	4033	4252	4B
Corona	Valencia	6690	5389	3631	4B
Cuba	Sandoval	7035	7122		5B
Deming	Luna	4305	3347	5292	3B
Dulce	Rio Arriba	6793	7979		6B
Eagle Nest	Colfax	8262	9254		7B
Edgewood	Santa Fe	6649	6146		5B
Espanola	Rio Arriba	5643	5641		5B
Farmington	San Juan	5395	5747		5B

Fence Lake	Cibola	7055	6396		5B
Fort Sumner	De Baca	4032	3799	4616	3B
Gallup	McKinley	6465	6207		5B
Glenwood	Catron	4725	3632	4427	4B
Grants	Cibola	6460	6143		5B
Hatch	Dona Ana	4052	3270	5904	3B
Hobbs	Lea	3622	2954	5181	3B
Jemez Springs	Sandoval	6198	5260	2059	4B
Las Cruces	Dona Ana	4000	3223	5904	3B
Las Vegas	San Miguel	6424	5738		5B
Lordsburg	Hidalgo	4250	3213	5210	3B
Los Alamos	Los Alamos	7320	6381		5B
Los Lunas	Valencia	4856	4725	4462	4B
Magdalena	Socorro	6572	5074	2093	4B
Mescalero	Otero	6611	5540		5B
Moriarty	Torrance	6220	4735	3786	4B
Mosquero	Harding	5485	5209	3631	4B
Mountainair	Torrance	6520	5558		5B
Organ	Dona Ana	5245	3215	4919	3B
Placitas	Sandoval	5955	4917	3701	4B
Portales	Roosevelt	4006	3845	4347	4B
Raton	Colfax	6680	6001		5B
Red River	Taos	8671	8742	179	7B
Reserve	Catron	5847	5483		5B
Rio Rancho	Sandoval	5282	4880	3949	4B
Roswell	Chaves	3573	3565	5505	3B
Ruidoso	Lincoln	6920	6309		5B
Sandia Crest	Bernalillo	10680	10034		7B
Sandia Park	Bernalillo	7077	7510		6B
Santa Fe	Santa Fe	7260	6001		5B
Santa Rosa	Guadalupe	4620	3749	4714	3B
Shiprock	San Juan	4892	5475		5B
Silver City	Grant	5895	4438	3975	4B
Socorro	Socorro	4603	3984	5147	3B
Springer	Colfax	5797	5653		5B
Taos	Taos	6967	6827		5B
Taos Ski Valley	Taos	9321	9769		7B
Tatum	Lea	3999	3680	4721	3B
Thoreau	McKinley	7200	5789		5B
Tierra Amarilla	Rio Arriba	7425	7901		6B
Tijeras	Bernalillo	6322	6338		5B
Tohatchi	McKinley	6447	5418		5B
Truth or Consequences	Sierra	4245	3394	5103	3B
Tucumcari	Quay	4096	3767	4429	4B
Tularosa	Otero	4508	3056	5130	3B

Zuni	McKinley	6293	5742		5B

[14.7.6.11 NMAC - Rp, 14.7.6.11 NMAC, 9/25/2020]

14.7.6.12 CHAPTER 4 - RESIDENTIAL ENERGY EFFICIENCY: See this Chapter of the IECC except for the following:

A. R401.2 Compliance. Delete the text of this section and replace with the following: projects shall comply with 401 through 404, which are mandatory provisions, and additionally comply with one of the following:

(1) Documents showing 2018 IECC Code Compliance, residential provisions approved by CID or worksheet trade-off sheets from the New Mexico energy conservation code residential applications manual; or

(2) Section R405.

(3) The energy rating index (ERI) approach in Section R406.

(4) The approved sampling protocols included in Chapter 6 of the National Standard for Home Energy Ratings.

(5) Code programs recognized by the state of New Mexico such as Build Green New Mexico or LEED-H, approved under IECC section 102.1.1, except strike the last sentence that reads: The requirements identified as "mandatory" in Chapter 4 shall be met.

B. R402.2.8 Floors. Delete the text of this section and replace with the following: Floor framing-cavity insulation when separating conditioned and non-conditioned space shall be installed to maintain permanent contact with the underside of the subfloor decking.

Exception: As an alternative, the floor framing-cavity insulation shall be in contact with the topside of sheathing or continuous insulation installed on the bottom side of floor framing where combined with insulation that meets or exceeds the minimum wood frame wall R-value in Table R402.1.2 and that extends from the bottom to the top of all perimeter floor-framing members.

C. R402.4.1 Building thermal envelope. Amending to read as follows: The building thermal envelope shall comply with Sections R402.4.1.1 and R402.4.1.3 with optional compliance of R402.4.1.2 by all counties not mentioned in subsection F below.

D. R402.4.1.2 Testing. Amend to read as follows: The building or dwelling unit shall be tested and verified as having an air leakage rate not exceeding four air changes per hour in Climate Zones 1 thru 8. Testing shall be conducted in accordance with RESNET/ICC 380, ASTM E779 or ASTM E1827 and reported at a pressure of 0.2 inch w.g. (50 Pascals).

E. R402.4.1.3 Visual Inspection Option. Add the following section: Building envelope tightness, and insulation installation shall be considered acceptable with the items listed in Table 402.1.2 applicable to the method of construction, if field verified by either the builder, a code official, or an energy rater using the state of New Mexico acceptable processes. Acceptable processes include a thermal bypass visual inspection checklist, a thermal bypass certification or checklist from a HERS rater, a Build green NM checklist, or an energy star program checklist from the New Mexico Energy, Minerals and Natural Resources Department.

F. R402.4.1.4 Based on census. Add new section to read as follows: Based on census rural urban mapping the following areas will be required to comply with R402.4.1, R402.4.1.2 Testing and R403.3.3 Duct testing: San Juan County, Sandoval County, Santa Fe County, Bernalillo County, Torrance County, and Dona County.

G. R402.4.1.5 State of New Mexico Thermal Bypass Inspection Checklist and Duct Sealing Visual Inspection Checklist. Add new section to read as follows: In accordance with section R402.4.1, R402.4.1.2 and R403.3.3 thermal bypass inspection checklist and Duct Sealing Visual Inspection Checklist will be provided at the time of issuance of building permit or can also be accessed at www.rld.State.nm.us/construction under forms and applications.

H. R403.1.1 Programmable thermostat. The thermostat controlling the primary heating or cooling system of the dwelling unit shall be capable of controlling the heating and cooling system on a daily schedule to maintain different temperature setpoints at different times of the day. This thermostat shall include the capability to set back or temporarily operate the system to maintain zone temperatures of not less than 55°F (13°C) to not greater than 85°F (29°C). The thermostat shall be programmed initially by the manufacturer with a heating temperature setpoint of not greater than 70°F (21°C) and a cooling temperature setpoint of not less than 78°F.

Exceptions:

(1) When a water circulation system is utilized to heat and/or cool the residence, no programmable set back thermostat is required.

(2) Where the home is registered in a performance-based certification program, the

requirements for a programmable thermostat shall be waived.

(3) Where approved alternative methods of construction and/or materials are being used, programmable thermostats may be omitted.

I. R403.3.3 Duct testing (Mandatory). Add the following Exception: (3.) Duct sealing shall be considered in compliance with R403.3.3 when field, verified by either the builder, a code official, or an energy rater using the state of New Mexico duct sealing visual inspection checklist.

J. R403.4 Mechanical system piping insulation (Mandatory). Add the following Exception: In-floor radiant heating or cooling systems do not require insulation.

[14.7.6.12 NMAC - Rp, 14.7.6.12 NMAC, 9/25/2020]

14.7.6.13 CHAPTER 5 - BUILDINGS: See this Chapter of the IECC.

[14.7.6.13 NMAC - Rp 14.7.6.13 NMAC, 9/25/2020]

14.7.6.14 CHAPTER 6 - REFERENCED STANDARDS: See this Chapter of the IECC.

[14.7.6.14 NMAC - Rp 14.7.6.14 NMAC, 9/25/2020]

HISTORY OF 14.7.6 NMAC:

Pre NMAC History: None.

History of Repealed Material:

14.7.6 NMAC, 2003 New Mexico Energy Conservation Code (filed 5/27/2004) repealed 1/7/2004.
14.7.6 NMAC, 2006 New Mexico Energy Conservation Code (filed 8/16/2007) repealed 1/28/2011.
14.7.6 NMAC, 2009 New Mexico Energy Conservation Code (filed 12/28/2010) repealed 8/1/2011.
14.7.6 NMAC, 2009 New Mexico Energy Conservation Code (filed 6/15/2011) repealed 6/28/2013.
14.7.6 NMAC, 2009 New Mexico Energy Conservation Code (filed 6/28/2013) repealed 9/25/2020.

NMAC History:

14.7.6 NMAC, 2003 New Mexico Energy Conservation Code (filed 5/27/2004) replaced by 14.7.6 NMAC, 2006 New Mexico Energy Conservation Code, effective 1/1/2008.
14.7.6 NMAC, 2006 New Mexico Energy Conservation Code (filed 8/1622007) replaced by 14.7.6 NMAC, 2009 New Mexico New Mexico Energy Conservation Code, effective 1/28/2011.
14.7.6 NMAC, 2009 New Mexico Energy Conservation Code (filed 12/28/2010) replaced by 14.7.6 NMAC, 2009 New Mexico Energy Conservation Code, effective 8/1/2011.
14.7.6 NMAC, 2009 New Mexico Energy Conservation Code (filed 6/15/2011) replaced by 14.7.6 NMAC, 2009 New Mexico Energy Conservation Code, effective 6/28/2013.
14.7.6 NMAC, 2009 New Mexico Energy Conservation Code (filed 6/28/2013) replaced by 14.7.6 NMAC, 2018 New Mexico Energy Conservation Code, effective 9/25/2020.

TITLE 14 HOUSING AND CONSTRUCTION
CHAPTER 7 BUILDING CODES GENERAL
PART 9 2018 NEW MEXICO COMMERCIAL ENERGY CONSERVATION CODE

14.7.9.1 ISSUING AGENCY: Construction Industries Division (CID) of the Regulation and Licensing Department.
[14.7.9.1 NMAC – N, 9/25/2020]

14.7.9.2 SCOPE: This rule applies to all commercial contracting work performed in New Mexico on or after 9/25/2020, that is subject to the jurisdiction of CID, unless performed pursuant to a permit for which an application was received by CID before that date.
[14.7.9.2 NMAC – N, 9/25/2020]

14.7.9.3 STATUTORY AUTHORITY: Sections 60-13-9 and 60-13-44 NMSA 1978.
[14.7.9.3 NMAC – N, 9/25/2020]

14.7.9.4 DURATION: Permanent.
[14.7.9.4 NMAC, 9/25/2020]

14.7.9.5 EFFECTIVE DATE: September 25, 2020 unless a later date is cited at the end of a section.
[14.7.9.5 NMAC – N, 9/25/2020]
[From the date of publication of this rule in the New Mexico register, until month 3/2021 permits may be issued under either the previously-adopted rule, or this rule. After month 3/2021, permits may be issued only under this rule.]

14.7.9.6 OBJECTIVE: The purpose of this rule is to establish minimum standards for energy conservation for commercial construction in New Mexico.
[14.7.9.6 NMAC – N, 9/25/2020]

14.7.9.7 DEFINITIONS: See 14.5.1 NMAC, General Provisions and Chapter 2 of the IECC as amended in 14.7.6.10 NMAC.
[14.7.9.7 NMAC - N, 9/25/2020]

14.7.9.8 ADOPTION OF THE 2018 NEW MEXICO COMMERCIAL ENERGY CONSERVATION CODE:

A. This rule adopts by reference the 2018 international energy conservation code (IECC) commercial provisions, as amended by this rule.

B. In this rule, each provision is numbered to correspond with the numbering of the 2018 international commercial energy conservation code.

C. This rule is to be applied where appropriate to each of the following New Mexico building codes, including the NMCBC, NMEBC, NMPC, NMMC and the NMEC.
[14.7.9.8 NMAC - N, 9/25/2020]

14.7.9.9 CHAPTER 1 - ADMINISTRATION:

A. Section C101 - General.

(1) C101.1 Title. Delete this section of the IECC and substitute: this rule shall be known as 14.7.6 NMAC, the 2018 New Mexico Commercial Energy Conservation Code (MCECC).

(2) C101.2 Scope. Delete this section of the IECC and see 14.7.9.2 NMAC, Scope.

(3) C101.3 Intent. Delete this section of the IECC and see 14.7.9.6 NMAC, Objective.

(4) C101.5.1 Compliance materials. Delete this section of the IECC and substitute the following: the code official shall be permitted to approve specific computer software, worksheets, compliance manuals and other similar materials that meet the intent of this code, including but not limited to ComCheck, ResCheck, and worksheet or trade-off sheets from the New Mexico energy conservation code commercial applications manual issued by the New Mexico department of energy.

B. Section C102 Alternate Materials-Method of Construction, Design for Insulating Systems. See this section of the IECC.

C. Section C103 - Construction Documents. Delete this section of the IECC and see 14.5.2 NMAC, Permits except retain Section C103.2 and C103.6 to read as follows:

D. Section C103.2 Information on construction documents. Delete section and substitute the following: Ducts shall be installed in accordance with Chapter 6 and Chapter 17 of the New Mexico Mechanical Code and current applicable standards.

E. Section C103.6 Building documentation and closeout submittal requirements. Delete section and substitute the following: The construction documents shall specify that the documents described in this section be provided to the building owner or owner's authorized agent.

F. Section C104 Fees. Delete this section of the IECC and see 14.5.5 NMAC, Fees.

G. Section C105 Inspections. Delete this section of the IECC and see. 14.5.3 NMAC, General Provisions.

H. Section C106 Validity. Delete this section of the IECC and see. 14.5.2.12 NMAC, Permits.

I. Section C107 Referenced Standards. All references in the IECC to the international building code shall be deemed references to 14.7.2 NMAC, the New Mexico Commercial Building Code (NMCBC). All references to the international plumbing code shall be deemed references to 14.8.2 NMAC, the New Mexico Plumbing Code (NMPC). All references to the international mechanical code shall be deemed references to 14.9.2 NMAC, the New Mexico Mechanical Code (NMMC). All references to the ICC or international electrical code shall be deemed references to 14.10.4 NMAC, the New Mexico Electrical Code (NMEC). All references to the international energy conservation code shall be deemed references to 14.7.9 NMAC, the New Mexico Commercial Energy Conservation Code (NMCECC). All references to the international fuel gas code are deemed references to the NMMC or the LP gas standards found at 19.15.40 NMAC, and Sections 70-5-1 through 70-5-23 NMSA 1978.

I. Section C108 Stop Work Order. Delete this section of the IECC and see 14.5.3 NMAC, Inspections.

J. Section C109 Board of Appeals. Delete this section of the IECC and See 14.5.1 NMAC, General Provisions.

[14.7.6.9 NMAC – N, 9/25/2020]

14.7.9.10 CHAPTER 2 - DEFINITIONS: See this chapter of the IECC substituting the definition for residential building and adding the other definitions.

A. Section C201.1 Scope. See this section of the IECC and add the following: If the same term is defined in the New Mexico construction codes and in the IECC, the term shall have the meaning given it in the New Mexico construction codes.

B. Section C201.3 Terms defined in other codes. Delete this section of the IECC and substitute with the following: Terms defined in the New Mexico Commercial Construction Code and the New Mexico Existing Building Code.

C. Section C202 General Definitions. See this section of the IECC and additionally the following:

(1) Unconditioned space. Add the following definition: Space within a building that is not mechanically heated or cooled and is outside the building thermal envelope.

(2) Vapor retarder class. Add the following definition: a measure of a material or assembly's ability to limit the amount of moisture that passes through that material or assembly. Vapor retarder class shall be defined using the desiccant method of ASTME96 as follows:

(a) class I: 0.1 perm or less;

(b) class II: > 0.1 perm □1.0 perm;

(c) class III: > 1.0 perm <10 perm.

(3) NMCECC means 2018 New Mexico Commercial Energy Conservation Code, which adopts by reference and amends the 2009 International Energy Conservation Code.

(4) NMCBC 14.7.3 NMAC, 2015 New Mexico Commercial Building Code, which adopts by reference and amends the 2015 International Commercial Code.

(5) NMEBC means the 2015 New Mexico Existing Building Code, which adopts by reference and amends the 2015 International Existing Building Code.

(6) NMPC means 2015 New Mexico Plumbing Code, which adopts by reference and amends the 2012 Uniform Plumbing Code.

(7) NMMC means 14.9.2 NMAC, NMMC 2015 New Mexico Mechanical Code, which adopts by reference and amends the 2012 Uniform Mechanical Code.

(8) NMEC means 14.10.4 NMAC, NMEC 2017 New Mexico Electrical Code, which adopts by reference and amends the 2017 National Electrical Code.

(9) **RESNET Software** is an approved software program to meet the performance requirements of the IECC.

(10) **COMCHECK** is the commercial energy compliance tool of the U.S. Department of Energy designed to clarify commercial energy code compliance providing a user information whether or not a building meets the requirements of the International Energy Conservation Code (IECC) and ASHRAE 90.1, as well as state-specific codes.

(11) **RESCHECK** is a document describing the overall efficiency of the insulation of a building which works by performing a simple U-factor x Area (UA) calculation for each building assembly to determine the overall UA of a building. The UA of the proposed project building is compared to the code requirements.

(12) **ASTM** means the American society for testing and materials, is an international standards organization that develops and publishes voluntary consensus technical standards for a wide range of materials utilized in construction.

(13) **HERS** means the home energy rating system index and is the industry standard by which a home's energy efficiency is measured. It's also the nationally recognized system for inspecting and calculating a home's energy performance.

[14.7.9.10 NMAC, N, 9/25/2020]

14.7.9.11 CHAPTER C301 - CLIMATE ZONES: See this Chapter of the IECC except delete the text of section 301.1 General and replace with the following: the table below in conjunction with Table 301.3(2) shall be used to determine the applicable requirements for Chapter 4. Locations not listed in the table below shall use either Table 301.1, Section 301.3 or the building official may designate a climate zone consistent with the elevation, HDD & CDD from the table below.

Table 301.2
New Mexico Climate Zones Based on Heating and Cooling Degree Days

City	County	Elev. (feet)	Heating Degree Days (HDD) 65°F	Cooling Degree Days (CDD) 50°F day	Climate Zone
Abiquiu Dam	Rio Arriba	6380	5872		5B
Angel Fire	Colfax	8406	9769	195	7B
Alamogordo	Otero	4350	3053	5309	3B
Albuquerque	Bernalillo	5312	4332	4462	4B
Artesia	Eddy	3380	3366	5374	3B
Aztec Ruins	San Juan	5644	5757		5B
Belen	Valencia	4800	4432	5012	3B
Bernalillo	Sandoval	5052	4782	4138	4B
Bloomfield	San Juan	5456	5490		5B
Bosque del Apache	Socorro	4520	3916	5012	3B
Carlsbad	Eddy	3295	2813	5997	3B
Carrizozo	Lincoln	5438	4234	3631	4B
Cedar Crest	Bernalillo	6581	5703		5B
Chaco Canyon	San Juan	6200	6137		5B
Chama	Rio Arriba	7871	8254		6B
Clayton	Union	5056	5150	3170	4B
Cloudcroft	Otero	8801	7205		6B
Clovis	Curry	4268	4033	4252	4B
Corona	Valencia	6690	5389	3631	4B
Cuba	Sandoval	7035	7122		5B
Deming	Luna	4305	3347	5292	3B

Dulce	Rio Arriba	6793	7979		6B
Eagle Nest	Colfax	8262	9254		7B
Edgewood	Santa Fe	6649	6146		5B
Espanola	Rio Arriba	5643	5641		5B
Farmington	San Juan	5395	5747		5B
Fence Lake	Cibola	7055	6396		5B
Fort Sumner	De Baca	4032	3799	4616	3B
Gallup	McKinley	6465	6207		5B
Glenwood	Catron	4725	3632	4427	4B
Grants	Cibola	6460	6143		5B
Hatch	Dona Ana	4052	3270	5904	3B
Hobbs	Lea	3622	2954	5181	3B
Jemez Springs	Sandoval	6198	5260	2059	4B
Las Cruces	Dona Ana	4000	3223	5904	3B
Las Vegas	San Miguel	6424	5738		5B
Lordsburg	Hidalgo	4250	3213	5210	3B
Los Alamos	Los Alamos	7320	6381		5B
Los Lunas	Valencia	4856	4725	4462	4B
Magdalena	Socorro	6572	5074	2093	4B
Mescalero	Otero	6611	5540		5B
Moriarty	Torrance	6220	4735	3786	4B
Mosquero	Harding	5485	5209	3631	4B
Mountainair	Torrance	6520	5558		5B
Organ	Dona Ana	5245	3215	4919	3B
Placitas	Sandoval	5955	4917	3701	4B
Portales	Roosevelt	4006	3845	4347	4B
Raton	Colfax	6680	6001		5B
Red River	Taos	8671	8742	179	7B
Reserve	Catron	5847	5483		5B
Rio Rancho	Sandoval	5282	4880	3949	4B
Roswell	Chaves	3573	3565	5505	3B
Ruidoso	Lincoln	6920	6309		5B
Sandia Crest	Bernalillo	10680	10034		7B
Sandia Park	Bernalillo	7077	7510		6B
Santa Fe	Santa Fe	7260	6001		5B
Santa Rosa	Guadalupe	4620	3749	4714	3B
Shiprock	San Juan	4892	5475		5B
Silver City	Grant	5895	4438	3975	4B
Socorro	Socorro	4603	3984	5147	3B
Springer	Colfax	5797	5653		5B
Taos	Taos	6967	6827		5B
Taos Ski Valley	Taos	9321	9769		7B
Tatum	Lea	3999	3680	4721	3B
Thoreau	McKinley	7200	5789		5B
Tierra Amarilla	Rio Arriba	7425	7901		6B

Tijeras	Bernalillo	6322	6338		5B
Tohatchi	McKinley	6447	5418		5B
Truth or Consequences	Sierra	4245	3394	5103	3B
Tucumcari	Quay	4096	3767	4429	4B
Tularosa	Otero	4508	3056	5130	3B
Zuni	McKinley	6293	5742		5B

[14.7.9.11 NMAC – N, 9/25/2020]

14.7.9.12 CHAPTER 4 - COMMERCIAL ENERGY EFFICIENCY: See this Chapter of the IECC except for the following:

A. Section C402.4.2.1 Lighting controls in toplit daylight zones. Delete section without substitution.

B. Section C405.2.3.3 Toplit zone. Delete section without substitution.

C. Section C405.5 Dwelling electrical meter (Mandatory). Amend to read as follows: Each dwelling unit located in a Group R-2 building shall have a separate electrical meter. Dormitories, fraternities, sororities, monasteries, and convents shall be exempt from the requirements of this section.

D. Section C405.9 Voltage drop in branch circuits supplying motors or motor driven mechanical equipment with a rating of 50 HP and higher. Amending to read as follows: The total voltage drop across branch circuits supplying motors or motor driven mechanical equipment with rating of 50 HP and higher shall not exceed 5 percent.

E. C408.2 Mechanical systems and service water-heating systems commissioning and completion requirements. Amending to read as follows: Prior to the final mechanical and plumbing inspections, the registered design professional or approved agency, shall provide evidence of mechanical systems commissioning and completion in accordance with the provisions of this section. Construction document notes shall clearly indicate provisions for commissioning requirements in accordance with this section and are permitted to refer to specifications for further requirements. Copies of all documentation shall be given to the building owner or owner's authorized agent.

Exceptions: The following systems are exempt:

(1) Mechanical systems and service water heater systems in buildings where the total mechanical equipment capacity is less than 480,000 Btu/h (140.7 kW) cooling capacity and 600,000 Btu/h (175.8 kW) combined service water-heating and space-heating capacity.

(2) Systems included in Section C403.5 that serve individual dwelling units and sleeping units.

F. C408.2.4.1 Acceptance of report. Delete section without substitution.

G. C408.2.4.2 Copy of report. Delete section without substitution**.**

H. C408.2.5 Documentation requirements. Change section to read as follows. The construction documents shall specify that the documents described in this section be provided to the building owner or owner's authorized agent.

I. C408.3.2 Documentation Requirements. Change section to read as follows: The construction documents shall specify that the documents described in this section be provided to the building owner or owner's authorized agent.

FIGURE C408.2.4
COMMISSIONING COMPLIANCE CHECKLIST

Project Information: _____ Project Name:_____

Project Address: _____

Commissioning Authority: _____

Commissioning Plan (Section C408.2.1)

- ❑ Commissioning Plan was used during construction and includes all items required by Section C408.2.1
- ❑ Systems Adjusting and Balancing shall be completed per plans and specifications.
- ❑ HVAC Equipment Functional Testing shall be completed per plans and specifications.
- ❑ HVAC Controls Functional Testing shall be completed per plans and specifications.
- ❑ Economizer Functional Testing shall be completed per plans and specifications.
- ❑ Lighting Controls Functional Testing shall be completed per plans and specifications.
- ❑ Service Water Heating System Functional Testing shall be completed per plans and specifications.
- ❑ Manual, record documents and training shall be completed per plans and specifications.
- ❑ Preliminary Commissioning Report shall be submitted to owner and includes all items required by Section C408.2.4.
- ❑ The above-referenced items are scheduled to be provided on:

I, the commissioning provider, do hereby certify that I am providing the owner or owner's representative with documentation as to the mechanical, service water heating and lighting systems commissioning in accordance with the 2018 IECC.

_____ _____

Signature of Commissioning Provider Date

_____ _____

Signature of Building Owner/Owner's Representative Date

[14.7.6.12 NMAC – N, 9/25/2020]

14.7.9.13 CHAPTER 5 - EXISTING BUILDINGS: See this Chapter of the IECC.
[14.7.9.13 NMAC - N, 9/25/2020]

14.7.9.14 CHAPTER 6 - REFERENCED STANDARDS: See this Chapter of the IECC.
[14.7.9.14 NMAC – N, 9/25/2020]

HISTORY OF 14.7.9 NMAC: [RESERVED]

Summary of Significant Changes – 2009 to 2018 IECC as amended & adopted by State of NM

Residential

- Envelope leakage testing and duct leakage testing (with added exceptions by the State) are required.
- Duct and envelope testing requirements are more stringent than in the 2009 IECC.
- Improved window performance with prescriptive path
- Building thermal envelope UA (overall home thermal transmittance value) alternative enhanced requirements
- Efficient lighting requirement has changed from 50% to 90%
- Hot water piping insulation requirement increased
- Energy Rating Index (ERI) performance path added (not equivalent to HERS and will not be allowed under current City Green Code requirements).

Commercial

- Commissioning - HVAC and water heating functional testing by 3rd party commissioning agency required
- Building energy performance compliance report required for building permitting
- HVAC – new equipment efficiencies, additional requirements for ventilation systems and lighting
- Water heating – improved efficiency and controls
- Lighting – enhanced occupancy sensors and daylighting controls requirements

FIR No. 3302

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): **Energy Conservation Code and City Green Code Updates**

Sponsor(s): Councilors Cassutt-Sanchez and Abeyta

Reviewing Department(s): Planning and Land Use Department

Staff Completing FIR: Jason Kluck Date: 1/14/2021 Phone: 955-6729

Reviewed by City Attorney: _____ Date: Jan 28, 2021

Reviewed by Finance Director: _____ Date: Feb 2, 2021

Summary:
The Bill amends Section 7-1 SFCC 1987 to adopt the most recent version of the New Mexico Energy Conservation Code and amends Section 7-4.2 SFCC 1987, City Green Building Code, to update code cycle references in conjunction with the adoption of the 2018 IECC as amended by the State.

Departments Affected:
Planning and Land Use Department

Consequences of Not Enacting Legislation:
The City would continue to use outdated codes that do not meet or exceed the minimum requirements adopted by the State of New Mexico, which would cause the City to be out of compliance with state statute.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None identified. This code regulates various aspects of new and existing building construction. The proposed legislation would adopt, by reference, the 2018 New Mexico Energy Conservation Code, which was recently adopted by the State Construction Industries Division, so that the City can enforce this updated building code, as required by law. The proposed legislation would also update code cycle references in the City Green Code to align with the 2018 IECC as amended by the State.

Performance and Administrative Implications:
No negative implications are expected. The legislation will not affect residential construction because the City's residential Green Building Code is currently more stringent than the proposed new code. The impact to commercial building will be consistent with that resulting from the state-wide adoption of the 2018 code, and the legislation will reduce overall energy consumption caused by the use of affected buildings.

Fiscal Implications:
None identified for the City.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: Jason M. Kluck
Jason M. Kluck (Jan 28, 2021 09:38 MST)

Email: jmkluck@santafenm.gov

Signature: Elias Isaacson
Elias Isaacson (Jan 28, 2021 10:55 MST)

Email: esisaacson@santafenm.gov

Signature: Sally A Paez
Sally A Paez (Jan 28, 2021 11:48 MST)

Email: sapaez@santafenm.gov

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 02/03/2021
FOR CITY COUNCIL MEETING OF 03/10/2021

ISSUE:

Consideration of Bill No. 2021-__: An Ordinance Amending Section 7-1.1 SFCC 1987 to Adopt the Newest Version of the International Energy Conservation Code as Adopted and Amended by the State of New Mexico Construction Industries Division; and Amending Section 7-4.2 SFCC 1987, City of Santa Fe Green Building Code, to Update Code References in Conjunction with the Adoption of the 2018 International Energy Conservation Code as Adopted and Amended by the State of New Mexico Construction Industries Division. (Councilors Cassutt-Sanchez and Abeyta) (Jason Kluck, Assistant Planning and Land Use Director, jmkluck@santafenm.gov, 955-5937)

Committee Review:
Quality of Life Committee: 2/3/21
Public Works and Utilities Committee: 2/8/21
Governing Body (request to publish): 2/10/21
Governing Body (public hearing): 3/10/21

QUALITY OF LIFE COMMITTEE ACTION: Approved on consent.

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Public Works and Utilities Committee; Governing Body

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR RIVERA	X		
COUNCILOR GARCIA	X		
COUNCILOR CASSUTT-SANCHEZ	X		

City of Santa Fe, New Mexico
Memorandum

DATE: **February 8, 2021**

TO: **Governing Body**
Finance Committee
Public Utilities/Public Works Committee

VIA: **Jarel LaPan Hill, City Manager**
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Shannon Jones, Public Utilities Director Shannon Jones (Jan 8, 2021 17:25 MST)

FROM: **Shirlene Sitton, Environmental Services Division Director** Shirlene Sitton (Jan 8, 2021 14:49 MST)

ITEM AND ISSUE:
Request for the Approval of a budget increase for the purchase of four collection vehicles, in the Total Amount of $945,329; Rush Truck Center, & Bruckner's Truck Sales via the Cooperative Education Services and Chalmers Ford via the Statewide Price Agreement; Shirlene E. Sitton, ESD Division Director, (sesitton@santafenm.gov)

BACKGROUND AND SUMMARY:
Solid Waste collection vehicles have a useful life of seven to ten years. The Environmental Services Division (ESD) has implemented a regular yearly truck replacement schedule, averaging six vehicles per year. Two small and six large sized collection trucks were included for replacement in the approved budget for FY20. However, due to the pandemic, ESD was not able to replace any collection units in FY20. We were approved funding for two large vehicles in FY21, those are addressed separately, but they will replace two of the eight vehicles from last year's budget. With this request, we are asking to increase our FY21 budget to accommodate three more of the urgently needed vehicles that had been slated for replacement last year; and for one fleet addition for residential recycling.

The requested special collection vehicle replacement services our senior and special collections routes, and is used to access tight areas which are unable to be serviced by the larger trucks. It replaces a 2012 model that was damaged in a hit and run and will be too costly to effectively repair. The container delivery truck is a replacement for a 1996 model past its useful life. The front-load vehicle replaces a 2013 Peterbilt that was involved in a truck fire caused by a "hot load," and is beyond repair.

New Vehicle	Replacement/Addition	Replacement Unit	Purchase Cost
Chalmers Ford/Statewide Price Agreement #20-00121 F550 6.7L Diesel	Replacement	Asset #54458, 2012 Dodge Ram 550 4X4	$119,954
Chalmers Ford/Statewide Price Agreement #20-00121 Container Delivery Cab & Chassis F350 6.2 L Gas	Replacement	Asset #25184, 1996 Chevrolet Cab & Chassis	$37,199
MCT Remove and Replace Container Delivery Body			$5,299.25
Autocar/Heil Front loader	Replacement	Asset #54615 2013 Peterbilt	$410,886

Additionally, ESD needs to increase our residential recycling collection fleet. Santa Fe has over 34,000 residential trash and recycling customers, each collected once per week. The residential trash section consists of nine daily routes, each route has approximately 755 houses. Trash has about a 97-100% set-out rate (everyone sets their trash out every week). So each trash driver collects over 700 homes per day. The recycling section has only 5 routes, with an average of 1,360 houses per route. This is because 50% of households set out recycling carts out on any given day when the routes were created. Therefore, the recycling routes were designed to include more homes but each driver collected from about half the homes on the route; about 680 homes per day. Set-out rates have changed dramatically during the pandemic. With more people staying at home, and with a major shift toward online shopping, we are seeing recycling set-out rates in the range of 80% or more; this means that recycling collection drivers are servicing upwards of 1,088 houses per daily route. Servicing this many stops requires the drivers to operate the trucks faster to complete the route in the time allotted. More, the trucks fill up an average of one more time per route, and they have to squeeze in an extra trip to the transfer station to empty the truck. This can lead to driver fatigue, unsafe work practices, additional wear on the equipment and more frequent spills or damages to carts.

We know we have many people that did not recycle regularly, or at all, that are now participating in residential recycling. We also see evidence of a permanent shift to working at home for many people, as well as a permanent shift in shopping trends. Therefore, ESD, and the industry in general, do not expect recycling set-out rates to fall back to pre-pandemic levels. We cannot predict what those levels will be in coming years, but we do have an urgent need to add additional recycling routes to our collections.* Each route needs a truck and driver, with a portion of a back- up truck dedicated for use when a front line truck requires servicing.

The following is the fleet addition unit ESD is Requesting:

Type of Truck	Replacement/Addition	Replacement Unit	Purchase Cost
Peterbilt/Amrep/Automated Side Loader	Addition		$371,991

*This does not account for developmental growth in single family homes, which is occurring concurrently; a route optimization study will be conducted in 2021 and we will address growth factors after that time.

PROCUREMENT METHOD:
The ESD will be utilizing a contract administered by the Cooperative Education Services (CES) with Rush Truck Center, & Bruckner's Truck Sales. The CES issued a solicitation that Rush Truck Center, & Bruckner's Truck Sales responded to thru RFP 2020-3 lB, Contract #2020-31B-C120 (All Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Services) and Bruckner's Contract # Contract #2020-31B-C106.

Statewide Price Agreement via Chalmers Ford Contract # 00-00000-20-00121.
Asset #54615- a 2013- A Peterbilt which was involved in a truck fire.

FUNDING SOURCE:
The Division is requesting a budget increase within FY 21, the funding is available within Fund 510 (Environmental Services Cash Reserves). AL
AL

Environmental Services Division/Cash Reserve/510
Recycling Collections/5100334
Vehicles >1.5 /57100 Total $782,877

Environmental Services Division/Cash Reserve/510
Residential Collections/5100335
Vehicles < 1.5/570950 Total $119,954

Environmental Services Division/Cash Reserve/510
Commercial Collections/ 5100332

City of Santa Fe, New Mexico

Memorandum

Vehicles < 1.5/570950 Total $42,428.25

ACTION REQUESTED:
Environmental Services respectfully requests your review and approval.

Attached Procurement Packet

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

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

DEPARTMENT / DIVISION NAME	DATE
PUBLIC UTILITIES/ENVIRNMENTAL SERVICES DIVISION	12/28/2020

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Vehicles > 1.5	5100334	571000		782,877	
Vehicles < 1.5	5100335	570950		119,954	
Vhicles < 1.5	5100332	570950		37,199	
Inventory Exemp	5100332	572400		5,299	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 945,329	$ -

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

Budget Increase from Cash Balance in Environmental Services Division Enterprise Fund 510, to fund the purchase of three collection vehicles and one support required to provide collection services.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
510	945,329
TOTAL:	945,329

Lawrence Garciia — 1/5/2021
Prepared By *{print name}* — Date

Shirlene Sitton
Shirlene Sitton (Jan 8, 2021 14:49 MST)
Division Director Signature *{optional}* — Date

Shannon Jones (Jan 8, 2021 17:25 MST)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

AJH
AJH (Jan 11, 2021 11:57 MST)
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

ESD Truck BAR & Purchase 1-21ms

Final Audit Report 2021-01-09

Created:	2021-01-06
By:	Manuel Sanchez (mnsanchez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAADwb1L1r-6ttOdWfo30F3RJ0SjQAh6sPN

"ESD Truck BAR & Purchase 1-21ms" History

Document created by Manuel Sanchez (mnsanchez@ci.santa-fe.nm.us)
2021-01-06 - 5:34:15 PM GMT- IP address: 63.232.20.2

Document emailed to Shirlene Sitton (sesitton@santafenm.gov) for signature
2021-01-06 - 5:36:18 PM GMT

Email viewed by Shirlene Sitton (sesitton@santafenm.gov)
2021-01-07 - 11:36:51 PM GMT- IP address: 104.47.65.254

Email viewed by Shirlene Sitton (sesitton@santafenm.gov)
2021-01-08 - 8:59:20 PM GMT- IP address: 63.232.20.2

Document e-signed by Shirlene Sitton (sesitton@santafenm.gov)
Signature Date: 2021-01-08 - 9:49:30 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Shannon Jones (swjones@ci.santa-fe.nm.us) for signature
2021-01-08 - 9:49:32 PM GMT

Email viewed by Shannon Jones (swjones@ci.santa-fe.nm.us)
2021-01-09 - 0:25:23 AM GMT- IP address: 174.28.187.68

Document e-signed by Shannon Jones (swjones@ci.santa-fe.nm.us)
Signature Date: 2021-01-09 - 0:25:34 AM GMT - Time Source: server- IP address: 174.28.187.68

Agreement completed.
2021-01-09 - 0:25:34 AM GMT

Signature: Alexis Lotero
Alexis Lotero (Jan 19, 2021 12:07 MST)

Email: aclotero@santafenm.gov

GB PUD-ESD PROCURE TRUCKS & FRONT LOADER

Final Audit Report 2021-01-19

Created:	2021-01-11
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAASncW1bqsxqnCBa-36v2GxSZmM8dAMSUa

"GB PUD-ESD PROCURE TRUCKS & FRONT LOADER" History

Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2021-01-11 - 3:33:26 PM GMT- IP address: 63.232.20.2

Document emailed to AJH (ajhopkins@santafenm.gov) for signature
2021-01-11 - 3:37:27 PM GMT

Email viewed by AJH (ajhopkins@santafenm.gov)
2021-01-11 - 6:53:31 PM GMT- IP address: 104.47.65.254

Document e-signed by AJH (ajhopkins@santafenm.gov)
Signature Date: 2021-01-11 - 6:57:51 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2021-01-11 - 6:57:57 PM GMT

Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2021-01-19 - 7:04:08 PM GMT- IP address: 104.47.64.254

Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2021-01-19 - 7:07:01 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-01-19 - 7:07:06 PM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-01-19 - 7:20:41 PM GMT- IP address: 104.47.64.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-01-19 - 7:21:24 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2021-01-19 - 7:21:24 PM GMT

City of Santa Fe, New Mexico
Memorandum

DATE: **February 8, 2021**

TO: **Governing Body**
Finance Committee
Public Utilities/Public Works Committee

VIA: **Jarel LaPan Hill, City Manager**
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Shannon Jones, Public Utilities Director Shannon Jones (Jan 8, 2021 17:25 MST)

FROM: **Shirlene Sitton, Environmental Services Division Director** Shirlene Sitton (Jan 8, 2021 14:49 MST)

ITEM AND ISSUE:
Request for the Approval of a budget increase for the purchase of four collection vehicles, in the Total Amount of $945,329; Rush Truck Center, & Bruckner's Truck Sales via the Cooperative Education Services and Chalmers Ford via the Statewide Price Agreement; Shirlene E. Sitton, ESD Division Director, (sesitton@santafenm.gov)

BACKGROUND AND SUMMARY:
Solid Waste collection vehicles have a useful life of seven to ten years. The Environmental Services Division (ESD) has implemented a regular yearly truck replacement schedule, averaging six vehicles per year. Two small and six large sized collection trucks were included for replacement in the approved budget for FY20. However, due to the pandemic, ESD was not able to replace any collection units in FY20. We were approved funding for two large vehicles in FY21, those are addressed separately, but they will replace two of the eight vehicles from last year's budget. With this request, we are asking to increase our FY21 budget to accommodate three more of the urgently needed vehicles that had been slated for replacement last year; and for one fleet addition for residential recycling.

The requested special collection vehicle replacement services our senior and special collections routes, and is used to access tight areas which are unable to be serviced by the larger trucks. It replaces a 2012 model that was damaged in a hit and run and will be too costly to effectively repair. The container delivery truck is a replacement for a 1996 model past its useful life. The front-load vehicle replaces a 2013 Peterbilt that was involved in a truck fire caused by a "hot load," and is beyond repair.

New Vehicle	Replacement/Addition	Replacement Unit	Purchase Cost
Chalmers Ford/Statewide Price Agreement #20-00121 F550 6.7L Diesel	Replacement	Asset #54458, 2012 Dodge Ram 550 4X4	$119,954
Chalmers Ford/Statewide Price Agreement #20-00121 Container Delivery Cab & Chassis F350 6.2 L Gas	Replacement	Asset #25184, 1996 Chevrolet Cab & Chassis	$37,199
MCT Remove and Replace Container Delivery Body			$5,299.25
Autocar/Heil Front loader	Replacement	Asset #54615 2013 Peterbilt	$410,886

Additionally, ESD needs to increase our residential recycling collection fleet. Santa Fe has over 34,000 residential trash and recycling customers, each collected once per week. The residential trash section consists of nine daily routes, each route has approximately 755 houses. Trash has about a 97-100% set-out rate (everyone sets their trash out every week). So each trash driver collects over 700 homes per day. The recycling section has only 5 routes, with an average of 1,360 houses per route. This is because 50% of households set out recycling carts out on any given day when the routes were created. Therefore, the recycling routes were designed to include more homes but each driver collected from about half the homes on the route; about 680 homes per day. Set-out rates have changed dramatically during the pandemic. With more people staying at home, and with a major shift toward online shopping, we are seeing recycling set-out rates in the range of 80% or more; this means that recycling collection drivers are servicing upwards of 1,088 houses per daily route. Servicing this many stops requires the drivers to operate the trucks faster to complete the route in the time allotted. More, the trucks fill up an average of one more time per route, and they have to squeeze in an extra trip to the transfer station to empty the truck. This can lead to driver fatigue, unsafe work practices, additional wear on the equipment and more frequent spills or damages to carts.

We know we have many people that did not recycle regularly, or at all, that are now participating in residential recycling. We also see evidence of a permanent shift to working at home for many people, as well as a permanent shift in shopping trends. Therefore, ESD, and the industry in general, do not expect recycling set-out rates to fall back to pre-pandemic levels. We cannot predict what those levels will be in coming years, but we do have an urgent need to add additional recycling routes to our collections.* Each route needs a truck and driver, with a portion of a back- up truck dedicated for use when a front line truck requires servicing.

The following is the fleet addition unit ESD is Requesting:

Type of Truck	Replacement/Addition	Replacement Unit	Purchase Cost
Peterbilt/Amrep/Automated Side Loader	Addition		$371,991

*This does not account for developmental growth in single family homes, which is occurring concurrently; a route optimization study will be conducted in 2021 and we will address growth factors after that time.

PROCUREMENT METHOD:
The ESD will be utilizing a contract administered by the Cooperative Education Services (CES) with Rush Truck Center, & Bruckner's Truck Sales. The CES issued a solicitation that Rush Truck Center, & Bruckner's Truck Sales responded to thru RFP 2020-3 IB, Contract #2020-31B-C120 (All Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Services) and Bruckner's Contract # Contract #2020-31B-C106.

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AL

Environmental Services Division/Cash Reserve/510
Recycling Collections/5100334
Vehicles >1.5 /57100 Total $782,877

Environmental Services Division/Cash Reserve/510
Residential Collections/5100335
Vehicles < 1.5/570950 Total $119,954

Environmental Services Division/Cash Reserve/510
Commercial Collections/ 5100332

City of Santa Fe, New Mexico

Memorandum

Vehicles < 1.5/570950 Total $42,428.25

ACTION REQUESTED:
Environmental Services respectfully requests your review and approval.

Attached Procurement Packet

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

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

DEPARTMENT / DIVISION NAME	DATE
PUBLIC UTILITIES/ENVIRNMENTAL SERVICES DIVISION	12/28/2020

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
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Vhicles < 1.5	5100332	570950		37,199	
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REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 945,329	$ -

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

Budget Increase from Cash Balance in Environmental Services Division Enterprise Fund 510, to fund the purchase of three collection vehicles and one support required to provide collection services.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
510	945,329
TOTAL:	945,329

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Lawrence Garciia — 1/5/2021
Prepared By *{print name}* — Date

Shirlene Sitton
Shirlene Sitton (Jan 8, 2021 14:49 MST)
Division Director Signature *{optional}* — Date

Shannon Jones (Jan 8, 2021 17:25 MST)
Department Director Signature — Date

AJH
AJH (Jan 11, 2021 11:57 MST)
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Bruckner Truck Sales, Inc.
CES Quote

Date:	November 10, 2020

CUSTOMER INFORMATION		EQUIPMENT INFORMATION	
Name:	City of Santa Fe	Stock #:	Custom Order
Name:			
Address:	1142 Siler Rd.	Year:	2022
CSZ:	Santa Fe, NM 87507	Make:	AUTOCAR
Phone:	505-955-2241 Cell:	Model:	ACX64
Fax:	Contact:	VIN:	
Email:	lmgarcia@santafenm.gov	Salesperson:	Ryan Linson

EQUIPMENT SPECIFICATIONS			
Engine Make:	Cummins Westport X12N	Wheelbase:	207"
Horsepower:	350HP	Frame:	HEAVY
Engine Brake:	None	Interior Trim:	Cloth
Transmission:	Allison 4500RDS	Wheels Front:	Steel
Front Axle:	20,000lb	Wheels Rear:	Steel
Rear Axle:	46,000lb	Tire Size:	
Rear Suspension:	46,000lb HMX460	Tire Front:	315/80R22.5
Ratio:	5.38	Tire Rear:	11R22.5

Chassis Includes the Following Local Extras:

PDI - Delivery Prep - Transport
5yr/150K Mile Engine & Transmission Converage
Sonnax Driveline Saver
40CY Heil DP Odyssey w/ Halo, CNG System (As Specified)
Cab Stripes

CES Contract - Bruckner 2020-31B-C106-ALL
FOB - Santa Fe, NM

		Each	Multiple Total
Trade-In Information:	Trade 1: Trade 2:	$407,357.00	$407,357.00
Allowances:		-	
VIN:			
Year:			
Make:			
Model:			
Payoff:		-	
Quantity	1		
OTHER CHARGES:			
Federal Retail Excise Tax			
Excise Tax, Title, and License Fees (Estimated):			-
Purchase Coverage	Type: 5yr/150K X12N Engine/Allison Trans	3,529.00	3,529.00
Insurance	Type:		-
VRS Temp Tag and Doc Fees:			-
Cash Down Payment:			
TOTAL:		**$410,886.00**	**$410,886.00**

Dealer Signature: _____ Customer Signature: _____

Date: 11/10/2020 Date: _____

A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents and performing services relating to the closing of a sale. A documentary fee may not exceed $50 for a motor vehicle contract or a reasonable amount agreed to by the parties for a heavy commercial vehicle contract. This notice is required by law.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Cooperative Educational Services/Bruckner's Truck Sales

Procurement Title: All Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Services (RFB 2020-31B)

Procurement Method: State Price Agreement ☐ *Cooperative* ☒ *Sole Source* ☐ *Other* ☐ _____

Exempt ☐ *Request For Proposal* (RFP) ☐ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting Public Utilities Staff Name Lawrence Garcia, ESD Maintenance Manger

Procurement Requirements:
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☐	☒	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☒	☐	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☐	☒	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☐	☒	Certificate of Insurance
☒	☐	All documentation presented to Committees
☐	☒	Other: _____

Lawrence Garcia — ESD Maintenance Manager — 10/22/2020
Department Rep Printed Name (attesting that all information included) — Title — Date

Fran Dunaway
Fran Dunaway (Jan 19, 2021 12:21 MST)

Purchasing Officer (attesting that all information is reviewed) — Title — Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

DocuSign Envelope ID: D42E5709-0D6F-42B6-89A1-C6AB987E5A33

Your New Mexico Purchasing Cooperative

Since 1979

Contract Award Letter

July 17, 2020

Evan Smith
Bruckner Truck Sales, Inc.
8101 Daytona Rd NW
Albuquerque, NM87121

Re: ACCEPTANCE of OFFER and CONTRACT AWARD for:

CES RFP 2020-31B for CES Contract # 2020-31B-C106-ALL - Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Services

Dear Procurement Partner,

Cooperative Educational Services (CES) thanks you for responding to CES RFP 2020-31B solicitation. The responses have been reviewed and it is our pleasure to inform you that your company has been selected to provide the products and services indicated in your response.

The enclosed Acceptance of Offer and Contract Award, in conjunction with the Bid documents that you submitted with your proposal, constitute the Agreement between the parties. Please retain all documents for your records. The term of this Indefinite Quantity Contract Award as defined in NMSA 13-1-63; is for four (4) years from the date of this letter, Pursuant to 13-1-150 NMSA.

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

Sincerely Yours,

Cooperative Educational Services

David Chavez
Executive Director
Ofc: 505.344.5470
Fax: 505.344.9343

Albuquerque NM
6521 Hanover Road NW
Albuquerque, NM 87121
505-875-3410

Customer Proposal Letter

CITY OF SANTA FE
2651 SIRINGO ROAD
SANTA FE, NM 87505
(505) 955-2200

Lawrence Garcia, thank you for the opportunity to earn your business. We look forward to working with you on your business needs. Please accept the following proposal.

VEHICLE

Make Peterbilt Model 520 Year 2021 Stock Number To Be Determined
Additional Vehicle and Accessories Description To be delivered on or about

		Total
Quantity	1	
Truck Price per Unit	$365,561.00	$731,122.00
F.E.T. (Factory & Dealer Paid)	$0.00	$0.00
Net Sales Price	$365,561.00	$731,122.00
Optional Extended Warranty(ies)	$6,180.00	$12,360.00
State Sales Tax		
Documentary Fee	$250.00	$500.00
CES CONTRACT # 2020-31B-C120-ALL		
Administration Fee		
Vehicle Inventory Tax		
Additional Taxes		
Tire Recycling Program		
Battery Disposal Fee		
Out of State Vehicle Fee		
Rebate(s)		
Total Sales Price (Including Rebate(s))	$371,991.00	$743,982.00
Trade Allowance (see DISCLAIMER Below)		$0.00

Sales Representative — Carlos Arreola

Purchaser
signature — printed name
signature — printed name

Accepted by Sales Manager or General Manager
title — date
signature — printed name

Quote good until 12/31/2020

Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.

DISCLAIMER: Any order based on this Proposal subject to Customer executing Dealer's standard form Retail Purchase Order incorporating above terms. Any documentary fees, state tax, title, registration and license fees subject to adjustment and change. Actual F.E.T. to be paid by Dealer, subject to adjustment. Any F.E.T. variance will be responsibility of Dealer. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If Quoted Vehicle(s) not currently in Dealer's stock, Dealer reserves right to change Quotation Total to reflect any price increases from Manufacturer. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer not obligated to retain any specific vehicles in stock, nor maintain any specific inventory level. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) not in stock or available within requested delivery schedule at time Proposal accepted. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s), where such inability or delay is due, in whole or in part, to any cause beyond the reasonable control of Dealer or is without the gross negligence or intended misconduct of Dealer. Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of this Proposal by Customer.

GARCIA, LAWRENCE M.

From: Carlos Arreola <ArreolaC@RushEnterprises.com>
Sent: Wednesday, October 21, 2020 2:08 PM
To: GARCIA, LAWRENCE M.
Subject: Lawrence / Revised Peterbilt-ASL-CNG Quote
Attachments: Santa Fe Proposal 10-21-20.pdf; CES - Contract Award 2020.pdf

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, Lawrence.

Please find the attached revised quote showing the CES Contract Number, along with our contract document with CES.

This quote is for two units, however the price would be honored for four (4) units should your quantity/needs change.

Thank you.

Carlos Arreola | New-Used Municipal Truck Sales
Rush Truck Centers of New Mexico, Inc.
6521 Hanover Road NW
Albuquerque, NM 87121
Cell: 505-506-1268
Office: 505-839-3613

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Cooperative Educational Services/Rush Truck Center

Procurement Title: All Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Services (RFB 2020-31B)

Procurement Method: State Price Agreement ☐ *Cooperative* ☒ *Sole Source* ☐ *Other* ☐ _____

Exempt ☐ *Request For Proposal* (RFP) ☒ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting Public Utilities Staff Name Lawrence Garcia, ESD Maintenance Manager

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REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
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☒	☐	Summary of Contracts and Agreements form
☐	☒	Certificate of Insurance
☒	☐	All documentation presented to Committees
☐	☒	Other: _____

Lawrence Garcia	ESD Maintenance Manager	10/22/2020
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway Fran Dunaway (Jan 19, 2021 12:21 MST)		
Purchasing Officer (attesting that all information is reviewed)	Title	Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

DocuSign Envelope ID: FE9D1DCE-A313-48FD-8FA2-24794572BD79

Your New Mexico Purchasing Cooperative

CES

Since 1979

Contract Award Letter

July 17, 2020

Kevin Walker
RUSH TRUCK CENTERS OF NEW MEXICO, INC
6521 Hanover Road NW
Albuquerque, NM87121

Re: ACCEPTANCE of OFFER and CONTRACT AWARD for:

CES RFP 2020-31B for CES Contract # 2020-31B-C120-ALL - Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Services

Dear Procurement Partner,

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The enclosed Acceptance of Offer and Contract Award, in conjunction with the Bid documents that you submitted with your proposal, constitute the Agreement between the parties. Please retain all documents for your records. The term of this Indefinite Quantity Contract Award as defined in NMSA 13-1-63; is for four (4) years from the date of this letter, Pursuant to 13-1-150 NMSA.

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

Sincerely Yours,

Cooperative Educational Services

David Chavez
Executive Director
Ofc: 505.344.5470
Fax: 505.344.9343

CHALMERS
Real Value. Real People. Real Simple. Ford

PROPOSAL

2500 Rio Rancho Blvd
Rio Rancho, NM 87124 (505) 554-6447

QUOTE TO: **City of Santa Fe**
Lawrence Garcia
Environmental Servcies Division
505.955.2241

SHIPPED TO:

QUOTE NUMBER	113020-4
QUOTE DATE	November 30, 2020
MEMBER PO #.	
CES PO#	
TERMS	Due on Receipt
SALES REP	Mike Michnuk
SHIPPED VIA	Pick UP
F.O.B.	Dealership
PREPAID or COLLECT	

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	New Mexico State Price Agreement Number: **00-00000-20-00121**		
1	**Item #12 Truck, 17,500 GVWR, Cab & Chassis, Dual rear Wheels** Ford F550 6.7L Diesel	40,788.00	$40,788.00
	Item #12 Options:		
1	A: Back up Camera	575.00	$575.00
1	B: 84" Cab to Axle	2,200.00	$2,200.00
1	I: Dual Battery	510.00	$510.00
1	M: Floor Covering Rubber Mat	325.00	$325.00
1	Q: Heavy Duty Payload Package 19,500lbs GVWR	3,000.00	$3,000.00
1	U: Locking Rear Differential (Limitied Slip)	590.00	590.00
1	V: Mirrors: Power, Tow, Trailer,	745.00	745.00
1	AA: PTO capability for automatic transmissions	380.00	380.00
1	AD: Remote Keyless Entry	650.00	650.00
1	AE: Running Boards	520.00	520.00
1	AF: Skid Plates	190.00	190.00
1	AI: Tires, Other: Max Trac Tires	850.00	850.00
1	Pete's Equipment 2020 Mamba HB600 Body	68,631.38	68,631.38
	Needs to be ordered		
		SUBTOTAL	119,954.38
		TAX	0.00
Proposal Valid for 30 Days		FREIGHT	
			$119,954.38 PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:
Mike Michnuk
(505) 554-6447

email: mmichnuk@chalmersford.com

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Chalmers Ford

Procurement Title: Statewide Price Agreement #00-00000-20-00121

Procurement Method: State Price Agreement ☒ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

Exempt ☐ *Request For Proposal* (RFP) ☐ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting Public Utilities Staff Name Lawrence Garcia, ESD Maintenance Manager

Procurement Requirements:
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☒	☐	State Price Agreement
☐	☒	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☒	☐	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☐	☒	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☐	☒	Certificate of Insurance
☒	☐	All documentation presented to Committees
☐	☒	Other: _____

Lawrence Garcia	ESD Maintenance Manager	12/29/2020
Department Rep Printed Name (attesting that all information included)	Title	Date

Fran Dunaway
Fran Dunaway (Jan 19, 2021 12:21 MST)

Purchasing Officer (attesting that all information is reviewed)	Title	Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

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State of New Mexico
General Services Department
REVISED
Statewide Price Agreement

Awarded Vendor:
8 Awarded Vendors (See page 6-7)

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

Invoice:
As requested

Price Agreement Number: **00-00000-20-00121**

Payment Terms: **Net 30**

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

Delivery: **As Requested**

Procurement Specialist: **Amber Sanchez** AMS

Telephone No.: **505-827-0554**

Email: **Amber.Sanchez2@state.nm.us**

Title: **Police Pursuit**

Term: **November 13, 2020 thru November 12, 2021**

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

Accepted for the State of New Mexico

Valerie Paulk

Date: 12/9/2020

Mark Hayden, New Mexico State Purchasing Agent

x This price agreement was signed on behalf of the State Purchasing Agent.

MM

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Awarded Vendors:

(AA) 0000047770
Albuquerque Motor Company
dba Melloy Dodge
9621 Coors Blvd NW
Albuquerque, NM 87114
(505) 239-2811
Jcassell@melloydodge.com

Delivery: 90-180 Days

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

Delivery: Albuquerque and Santa Fe
As requested

(AC) 0000051541
Don Chalmers Ford
dba MHQ of NM
2500 Rio Rancho Blvd SE
Rio Rancho, NM 87124
(505) 890-2153
Tcullen@chalmersford.com

Delivery: 70-120 Days depending on Ford

(AD) 0000137865
MCLL, Inc.
dba Melloy Chevrolet
377 Emilio Lopez Rd
Los Lunas, NM 87031
(505) 866-3005
Randy@melloyfleet.com

Delivery: Approx. 90-120 Days
(Chevy Tahoe production beings Feb. 2021)

(AE) 0000062888
Melloy Nissan
7707 Lomas Blvd
Albuquerque, NM 87110
(505) 265-8721
Rbeavis@melloynissan.com

Delivery: 12 to 14 weeks

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 00-00000-20-00121

Item 12: (AC) Chalmers Ford
Truck, Cab & Chassis, 17,500 GVWR Standard Cab, Dual Rear Wheels Four Wheel Drive

Engine:
Shall have a minimum of three hundred and twenty (320) horsepower and six hundred and eighty (680) pound/feet of torque.

Wheel Base:
Cab to axle must be no less than sixty (60) inches.

Make Offered..... **FORD**

Model Offered..... **F550 REG CAB**

Engine Offered..... **6.7L DIESEL**

HP / Torque..... **330** / **825**

Base Price per Unit..... $ **40,788.00**

Bid as Options:

A)	Back-Up Camera - FACTORY	Add:	$575.00
B)	Cab to Axle, 84 Inches	Add:	$2,200.00
C)	Cab to Axle, 102 Inches	Add:	$2,800.00
D)	Cab to Axle, 120 Inches	Add:	$3,500.00
E)	Cab, Crew	Add:	$6,900.00
F)	Cab, Extended	Add:	$6,200.00
G)	Chrome Appearance Package XL VALUE PKG.	Add:	$595.00
H)	Dark Car Feature Delete	Deduct:	N/A
I)	Dual Battery	Add:	$510.00
J)	Engine, Other: 7.3L V8 GAS	Deduct:	$4,500.00
K)	Floor Covering, Carpet with Mats, Front Only	Add:	$325.00
L)	Floor Covering, Carpet with Mats, Front and Rear	Add:	$475.00
M)	Floor Covering, Rubber Mat Front and Rear	Add:	$325.00
N)	Four Re-Mappable Switches on Steering Wheel (Requires SYNC)	Add:	N/A
O)	Four Re-Mappable Switches on Steering Wheel (Less SYNC)	Add:	N/A
P)	Grill Guard	Add:	$1,750.00
Q)	Heavy Duty Payload Package, 19,500 lbs. GVWR	Add:	$3,000.00
R)	Interior Upgrade Package - XLT	Add:	$4,000.00
S)	Interior Upgrade Package - LARIAT	Add:	$10,900.00
T)	Light Bar, Roof Width, 15 LED, Mounting Location to be determined by User AMBER ONLY	Add:	$2,050.00
U)	Lockable Gas Cap and/or Door - PLUG STYLE	Add:	$50.00
V)	Locking Rear Differential	Add:	$590.00
W)	Mirrors, Trailer Tow, Power 102"WIDTH, HEATED	Add:	$745.00
X)	Off Road Package - SKID PLATES	Add:	$300.00

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Item 12 (AC) Options Continued:

Y)	Police Wiring Harness	Add:	$940.00
Z)	Power Adjustable Pedals REQ. LARIAT	Add:	$10,900.00
AA)	Power Outlet 110V	Add:	$375.00
AB)	PTO Capability	Add:	$380.00
AC)	Rear Sliding Window	Add:	$505.00
AD)	Rear Window Defroster	Add:	$160.00
AE)	Remote Keyless Entry and Starting (If Available)	Add:	$650.00
AF)	Running Boards - REG CAB PLATFORM	Add:	$520.00
AG)	Running Boards - CREW CAB/ SUPERCAB	Deduct:	$745.00
AH)	Skid Plates	Add:	$190.00
AI)	Special Service Package, Delete	Add:	N/A
AJ)	Spot Light - HALOGEN	Add:	$495.00
AK)	Spot Light -LED	Add:	$695.00
AL)	Spot Light -ARGES	Add:	$995.00
AM)	Tires, Other: MAX TRAC TIRES X6	Deduct:	$850.00
AN)	Trailer Back-Up Assist	Add:	N/A
AO)	Trailer Brakes	Add:	$460.00
AP)	Trailer Tow Package, Less Trailer Brakes	Add:	$995.00
AQ)	Two Wheel Drive In Lieu of Four	Deduct:	$1,500.00
AR)	Winch, Electric, 12,000 lbs. Capacity	Add:	$2,650.00
AS)	Window Tint, Darker than MFG Standard	Add:	$395.00
AT)	Light Bar, Roof Width,15 Led Mounting Location TBD By User· All Amber W/ Flood Capability	Add:	$2,175.00
AU)	Light Bar, Roof Width, Multifunction, Mounting Location TBD By User· Red, White, Blue Combo	Add:	$2,300.00
AV)	Engine Block Heater	Add:	$190.00
AW)	Snow Plow Prep Package	Add:	$450.00
AX)	Rear View Camera and Prep kit	Add:	$575.00
AY)	Remote Start	Add:	$650.00
AZ)	Privacy Glass - Factory #924	Add:	$155.00
BA)	Navigation System	Add:	$770.00
BB)	Extra Key· with FOB	Add:	$395.00
BC)	Extra Key· without FOB	Add:	$155.00
BD)	5 year / 75000 Powertrain Extended Warranty	Add:	$2,695.00
BE)	5 year/ 100,000 mile Extended Warranty	Add:	$3,985.00
BF)	Grill Guard If Available No Front Sensors Or Cameras	Add:	$1,750.00
BG)	Spot Light	Add:	$495.00
BH)	Clearance Lights - Roof	Add:	$360.00
BI)	Engine Block Heater	Add:	$120.00

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Item 12 (AC) Options Continued:

BJ)	Up litter Switches (6)	Add:	$195.00
BK)	Skid Plates	Add:	$190.00
BL)	Snow Plow Prep Package	Add:	$350.00
BM)	Tow Command Factory Brake Controller	Add:	$460.00
BN)	Power Slider	Add:	$495.00
BO)	Remote Start System - Factory	Add:	$350.00
BP)	Remote Start System - Local	Add:	$650.00
BQ)	Splash Guards - Front	Add:	$160.00
BR)	CHMSL Camera - #873	Add:	$265.00
BS)	Outlet 110V/400W	Add:	$275.00
BT)	Perimeter Lighting	Add:	$1,295.00
BU)	Trailer Brake Controller	Add:	$460.00
BV)	Trailer Tow Package, Less Brake Controller	Add:	$995.00
BW)	Winch, Electric, 12,000 Lbs. Capacity	Add:	$2,650.00
BX)	Back-Up Camera - Aftermarket	Add:	$1,450.00
BY)	9' Utility body DRW	Add:	$8,125.00
BZ)	11' Utility body DRW	Add:	$10,375.00
CA)	60" CA: Bed cover, telescoping lockable utility UB	Add:	$1,975.00
CB)	84" CA: Bed cover, telescoping lockable utility UB	Add:	$2,920.00
CC)	Headache rack for utility body	Add:	$975.00
CD)	Bed liner: Utility body, spray-on (black only)	Add:	$850.00
CE)	LED Compartment Lights Utility Body	Add:	$1,250.00
CF)	Bottle Compartment, Low profile curbside or street side on crane utility body	Add:	$790.00
CG)	Raised bottle compartment drivers or passenger side w/ holders	Add:	$1,975.00
CH)	Mechanics Drawer Unit In Front Compartment	Add:	$2,985.00
CI)	Internal bar locking system for utility body	Add:	$1,150.00
CJ)	60" CA SRW: Platform body with 1/8 inch tread plate and recessed lights	Add:	$3,455.00
CK)	60" CA DRW : Platform body with 1/8 inch tread plate and recessed lights	Add:	$3,455.00
CL)	60" CA: Platform body with 1/8 inch tread plate underbody hoist and recessed lights	Add:	$11,424.00
CM)	84" CA: Platform body with 1/8" tread plate & recessed lights	Add:	$3,325.00
CN)	84" CA: Platform body with 1/8" tread plate, underbody hoist & recessed lights	Add:	$11,410.00
CO)	120" CA: Platform body with 1/8" tread plate & recessed lights	Add:	$5,575.00
CP)	120" CA: Platform body with 1/8" tread plate, underbody hoist & recessed lights	Add:	$13,350.00

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: **00-00000-20-00121**

Item 12 (AC) Options Continued:

CQ)	60" CA: Stake sides for platform body	Add:	$2,720.00
CR)	84" CA: Stake sides for platform body	Add:	$2,975.00
CS)	120" CA: Stake sides for platform body	Add:	$3,650.00
CT)	Toolbox: 18" x 18" x 24" locking, installed under platform body (curbside)	Add:	$675.00
CU)	Headboard for platform bodies 56",60",84"CA	Add:	$985.00
CV)	Headboard for platform bodies 120 CA	Add:	$1,785.00
CW)	Gooseneck Hitch, 26,000 Lbs. With 7-Way Plug must take headboard option with platform	Add:	$1,640.00
CX)	Overhead material rack, 1700 lb.	Add:	$1,250.00
CY)	Bumper: Replace front bumper with winch mount and grill guard & SK winch	Add:	$3,200.00
CZ)	Bumper: Replace front bumper with winch mount and grill guard & 12K winch	Add:	$4,070.00
DA)	Compressor, Ingersoll Rand (TA30) or equal 24 CFM 12.5 HP, 175PSI, gas, w/electric start. air hose and reel	Add:	$4,790.00
DB)	Welder, 225 Amp, gas. With 10' of 2.0 lead with stinger, ground clamp. "Lincoln" (Ranger250) or equal	Add:	$6,550.00
DC)	Crane: 4,000 lbs. capacity electric/hydraulic with dual, pull-out manual crank down outriggers, power rotation, power boom elevation, power extension from 8' to 12' manual extension from 12' to 16' for service body or platform (with rear crane-side spring assist, if needed)	Add:	$22,250.00
DD)	Tire mount: Full size spare, in-bed with #3 master pad lock (agency will specify install location)	Add:	$350.00
DE)	Snow Plow 8'6" for DRW (snow plow prep package required)	Add:	$8,500.00
DF)	8ft 1.5yd Salt Spreader For 3/4 Ton+	Add:	$8,050.00
DG)	8ft 2.25 Yd. Salt Spreader For 1 TON DRW+	Add:	$8,850.00
DH)	2.5 Cubic Yard Dump With Utility Body	Add:	$24,650.00
DI)	Dump Body 2-3 Cubic Yard	Add:	$12,525.00
DJ)	Dump Body 3-4 Cubic Yard	Add:	$12,730.00
DK)	Automatic transmission PTO Hydraulic Pump in lieu of standard hydraulics	Add:	$4,025.00
DL)	Double acting Hydraulic Hoist	Add:	$150.00
DM)	Dual fold down sides	Add:	$1,150.00
DN)	Lift Gate: 1600 lb. double acting tail gate	Add:	$4,675.00
DO)	Eleven foot length for cab and chassis with 84" CA	Add:	$750.00
DP)	1300 Lb. Capacity 38" Platform Service Body Lift gate	Add:	$3,500.00
DQ)	1500 Lb. Capacity	Add:	$560.00
DR)	1,600 Lbs. 35" Platform Lift gate For Platform Body	Add:	$3,850.00
DS)	Relocate Backup Camera/Sensors To Lift Gate	Add:	$300.00
DT)	Bumper Notching Utility Body	Add:	$229.00

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Item 12 (AC) Options Continued:

DU)	41ft Bucket No Jib	Add:	$76,000.00
DV)	41ft Bucket With Jib	Add:	$105,000.00
DW)	Swab Body With A/C & Heat	Add:	$30,000.00
DX)	Swab Body	Add:	$26,600.00
DY)	Jackson Creek Slip In Unit For Animal Control	Add:	$13,500.00
DZ)	2000 Watt Inverter W/Batteries	Add:	$2,150.00
EA)	2000 Watt Inverter	Add:	$1,650.00
EB)	2000 Watt Inverter W/Batteries And Receptacle At Rear	Add:	$3,150.00
EC)	Mileage Charge for Delivery	Add:	$2.00/mile
ED)	Door Decals Graphics Package (Front Doors)	Add:	$850.00
EE)	Headlight/Taillight Flashers	Add:	$950.00
EF)	GVWR Option - to 16,000	Deduct:	$450.00
EG)	GVWR Option - to 14,500	Deduct:	$550.00
EH)	GVWR Option - to 10,900	Deduct:	$2,000.00
EI)	GVWR Option - to 9,900	Deduct:	$2,440.00
EJ)	Perimeter Emergency Lighting, 2-front, 2-rear	Add:	$1,090.00

CHALMERS

Real Value. Real People. Real Simple. Ford

PROPOSAL

2500 Rio Rancho Blvd
Rio Rancho, NM 87124 (505) 554-6447

QUOTE TO: **City of Santa Fe**
Lawrence Garcia
Environmental Servcies Division
505.955.2241

SHIPPED TO:

QUOTE NUMBER	113020-5
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TERMS	Due on Receipt
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SHIPPED VIA	Pick UP
F.O.B.	Dealership
PREPAID or COLLECT	

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	New Mexico State Price Agreement Number: **00-00000-20-00121**		
1	**Item #10 Truck, 11,000 GVWR, Cab & Chassis, Dual rear Wheels** Ford F350 6.2L Gas 60" CA	27,079.00	$27,079.00
	Item #10 Options:		
1	A: Back up Camera	575.00	$575.00
1	D: Floor Covering Rubber Mat	325.00	$325.00
1	M: Light Bar, Roof Width 15 LED Amber	2,050.00	$2,050.00
1	O: Locking Rear Differential (Limitied Slip)	590.00	590.00
1	P: Mirrors: Power, Tow, Trailer,	845.00	845.00
1	U: PTO capability for automatic transmissions	380.00	380.00
1	X: Remote Keyless Entry	650.00	650.00
1	Y: Running Boards	520.00	520.00
1	Z: Skid Plates	190.00	190.00
1	Perimeter Lighting (2 Front 2 Rear)	1,250.00	1,250.00
1	5yr 100k Powertrain Extended Warranty	2,745.00	2,745.00
	Needs to be ordered		

Proposal Valid for 30 Days	SUBTOTAL	37,199.00
	TAX	0.00
	FREIGHT	
		$37,199.00
		PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:
Mike Michnuk
(505) 554-6447

email: mmichnuk@chalmersford.com

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: **00-00000-20-00121**

Item 10: (AC) Chalmers Ford
Truck, Cab & Chassis, 11,000 GVWR Standard Cab, Dual Rear Wheels Four Wheel Drive

Engine:
Shall have a minimum of three hundred and fifty (350) horsepower and three hundred and eighty (380) pound/feet of torque.

Wheel Base:
Cab to axle must be no less than sixty (60) inches.

Make Offered..... **FORD**

Model Offered..... **F350 DRW CHASSIS F3F**

Engine Offered..... **6.2L**

HP / Torque..... **385** / **430**

Base Price per Unit..... $ **27,079.00**

Bid as Options:

A)	Back-Up Camera #872	Add:	$575.00
B)	Cab to Axle, 84 Inches	Add:	$1,200.00
C)	Cab, Crew	Add:	$5,443.00
D)	Cab, Extended	Add:	$3,819.00
E)	Chrome Appearance Package - XL DÉCOR PKG.	Add:	$420.00
F)	Dual Battery	Add:	$360.00
G)	Floor Covering, Carpet with Mats, Front Only	Add:	$325.00
H)	Floor Covering, Carpet with Mats, Front and Rear	Add:	$475.00
I)	Floor Covering, Rubber Mat Front and Rear	Add:	$325.00
J)	Four Re-Mappable Switches on Steering Wheel (Requires SYNC)	Add:	N/A
K)	Four Re-Mappable Switches on Steering Wheel (Less SYNC)	Add:	N/A
L)	Grill Guard	Add:	$1,750.00
M)	Heavy Duty Payload Package - Suspension PKG. 67X, 674	Add:	$650.00
N)	Interior Upgrade Package - XLT PKG.	Add:	$3,800.00
O)	Light Bar, Roof Width, 15 LED, Mounting Location to be determined by User - AMBER ONLY	Add:	$2,050.00
P)	Lockable Gas Cap and/or Door - PLUG STYLE	Add:	$50.00
Q)	Locking Rear Differential	Add:	$5,909.00
R)	Mirrors, Trailer Tow, Power - 54L- 102"W (manual telescoping)	Add:	$845.00
S)	Off Road Package	Add:	N/A
T)	Police Wiring Harness	Add:	$940.00
U)	Power Adjustable Pedals - REQ. LARIAT	Add:	$11,200.00
V)	Power Outlet 110V	Add:	$375.00
W)	PTO Capability - TRANSMISSION #62R	Add:	$380.00
X)	Rear Sliding Window	Add:	$505.00

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: **00-00000-20-00121**

Item 10 (AC) Options Continued:

Y)	Rear Window Defroster	Add:	$160.00
Z)	Remote Keyless Entry and Starting (If Available)	Add:	$650.00
AA)	Running Boards - REG CAB PLATFORM	Add:	$520.00
	Running Boards - SUPERCAB/ CREW CAB	Add:	$745.00
AB)	Skid Plates	Add:	$190.00
AC)	Spot Light - HALOGEN	Add:	$495.00
	Spot Light - LED	Add:	$695.00
	Spot Light - ARGES	Add:	$995.00
AD)	Trailer Back-Up Assist	Add:	N/A
AE)	Trailer Brakes	Add:	$460.00
AF)	Trailer Tow Package, Less Trailer Brakes	Add:	$245.00
AG)	Winch, Electric, 12,000 lbs. Capacity	Add:	$3,385.00
AH)	Window Tint, Darker than MFG Standard	Add:	$395.00
AI)	Dark Car Feature Delete	Deduct:	N/A
AJ)	Special Service Package, Delete	Deduct:	N/A
AK)	Two Wheel Drive In Lieu of Four	Deduct:	$1,200.00
AL)	Engine, Other: 6.7L DIESEL	Add:	$11,995.00
	Engine, Other: 7.3L GAS	Add:	$3,705.00
AM)	Tires, Other: FACTORY GRADED (6)	Add:	$850.00
	Tires, Other: AFTERMARKET (6)	Add:	$2,690.00
AN)	Light Bar, Roof Width,15 Led Mounting Location TBD By User All Amber W/ Flood Capability	Add:	$2,175.00
AO)	Light Bar, Roof Width, Multifunction, Mounting Location TBD By User-Red, White, Blue Combo	Add:	$2,300.00
AP)	Engine Block Heater	Add:	$190.00
AQ)	Snow Plow Prep Package	Add:	$450.00
AR)	Rear View Camera and Prep kit	Add:	$575.00
AS)	Remote Start	Add:	$650.00
AT)	Privacy Glass - Factory #924	Add:	$155.00
AU)	Navigation System	Add:	$770.00
AV)	Extra Key - with FOB	Add:	$395.00
AW)	Extra Key - without FOB	Add:	$155.00
AX)	5 year I 75000 Powertrain Extended Warranty	Add:	$2,695.00
AY)	5 year I 100,000 mile Extended Warranty	Add:	$3,985.00
AZ)	Grill Guard If Available No Front Sensors Or Cameras	Add:	$1,750.00
BA)	Spot Light	Add:	$495.00
BB)	Clearance Lights - Roof	Add:	$360.00
BC)	Engine Block Heater	Add:	$120.00
BD)	Up litter Switches (6)	Add:	$195.00

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: **00-00000-20-00121**

Item 10 (AC) Options Continued:

BE)	Skid Plates	Add:	$190.00
BF)	Snow Plow Prep Package	Add:	$350.00
BG)	Tow Command Factory Brake Controller	Add:	$460.00
BH)	Power Slider	Add:	$495.00
BI)	Remote Start System - Factory	Add:	$350.00
BJ)	Remote Start System - Local	Add:	$650.00
BK)	Splash Guards - Front	Add:	$160.00
BL)	CHMSL Camera - #873	Add:	$265.00
BM)	Outlet 110V/400W	Add:	$275.00
BN)	Perimeter Lighting	Add:	$1,295.00
BO)	Trailer Brake Controller	Add:	$460.00
BP)	Trailer Tow Package, Less Brake Controller	Add:	$995.00
BQ)	Winch, Electric, 12,000 Lbs. Capacity	Add:	$2,650.00
BR)	Back-Up Camera - Aftermarket	Add:	$1,450.00
BS)	Navigation System	Add:	$770.00
BT)	Spot Light (Sedans And SUV)	Add:	$625.00
BU)	Single Rear Wheel Option - Convert To SRW	Deduct:	$800.00
BV)	Heavy Duty Louvered Headache Rack	Add:	$690.00
BW)	Bed Side Cargo Box Per Side	Add:	$950.00
BX)	Spot Light· Halogen	Add:	$495.00
BY)	Trailer Brake Controller	Add:	$460.00
BZ)	Trailer Tow Package, Less Brake Controller	Add:	$995.00
CA)	Back-Up Camera - Aftermarket	Add:	$1,450.00
CB)	9' Utility Body DRW	Add:	$8,125.00
CC)	11' Utility Body DRW	Add:	$10,375.00
CD)	60" CA: Bed Cover, Telescoping Lockable Utility UB	Add:	$1,975.00
CE)	84" CA: Bed Cover, Telescoping Lockable Utility UB	Add:	$2,920.00
CF)	Headache Rack For Utility Body	Add:	$975.00
CG)	Bed Liner: Utility Body, Spray-On (Black Only)	Add:	
CH)	Led Compartment Lights Utility Body	Add:	$1,250.00
CI)	Bottle Compartment, Low profile curbside or street side on crane utility body	Add:	$790.00
CJ)	Raised bottle compartment drivers or passenger side w/ holders	Add:	$1,975.00
CK)	Mechanics Drawer Unit In Front Compartment	Add:	$2,985.00
CL)	Internal bar locking system for utility body	Add:	$1,150.00
CM)	60" CA SRW: Platform body with 1/8 inch tread plate and recessed lights	Add:	$3,455.00
CN)	60" CA DRW : Platform body with 1/8 inch tread plate and recessed lights	Add:	$3,455.00
CO)	60" CA: Platform body with 1/8 inch tread plate underbody hoist and recessed lights	Add:	$11,424.00

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: **00-00000-20-00121**

Item 10 (AC) Options Continued:

CP)	84" CA: Platform body with 1/8" tread plate & recessed lights	Add:	$3,325.00
CQ)	84" CA: Platform body with 1/8" tread plate, underbody hoist & recessed lights	Add:	$11,410.00
CR)	120" CA: Platform body with 1/8" tread plate & recessed lights	Add:	$5,575.00
CS)	120" CA: Platform body with 1/8" tread plate, underbody hoist & recessed lights	Add:	$13,350.00
CT)	60" CA: Stake sides for platform body	Add:	$2,720.00
CU)	84" CA: Stake sides for platform body	Add:	$2,975.00
CV)	120" CA: Stake sides for platform body	Add:	$3,650.00
CW)	Toolbox: 18" x 18" x 24" locking, installed under platform body (curbside)	Add:	$675.00
CX)	Headboard for platform bodies 56",60",84"CA	Add:	$985.00
CY)	Headboard for platform bodies 120 CA	Add:	$1,785.00
CZ)	Gooseneck Hitch, 26,000 Lbs. With 7-Way Plug must take headboard option with platform	Add:	$1,640.00
DA)	Overhead material rack, 1700 lb.	Add:	$1,250.00
DB)	Bumper: Replace front bumper with winch mount and grill guard & SK winch	Add:	$3,200.00
DC)	bumper: Replace front bumper with winch mount and grill guard & 12K winch	Add:	$4,070.00
DD)	Compressor, Ingersoll Rand (TA30) or equal 24 CFM 12.5 HP, 175PSI, gas, w/electric start. air hose and reel	Add:	$4,790.00
DE)	Welder, 225 Amp, gas. With 10' of 2.0 lead with stinger, ground clamp. "Lincoln" (Ranger250) or equal	Add:	$6,550.00
DF)	Crane: 4,000 lbs. capacity electric/hydraulic with dual, pull-out manual crank down outriggers, power rotation, power boom elevation, power extension from 8' to 121 manual extension from 12' to 16' for service body or platform (with rear crane-side spring assist, if needed)	Add:	$22,250.00
DG)	Tire mount: Full size spare, in-bed with #3 master pad lock (agency will specify install location)	Add:	$350.00
DH)	8ft 1.5yd Salt Spreader For 3/4 Ton+	Add:	$8,050.00
DI)	8ft 2.25 Yd. Salt Spreader For 1 TON DRW+	Add:	$8,850.00
DJ)	Perimeter Emergency Lighting, 2-Front, 2-Rear	Add:	$1,090.00
DK)	2.5 Cubic Yard Dump With Utility Body	Add:	$24,650.00
DL)	Dump Body 2-3 Cubic Yard	Add:	$12,525.00
DM)	Automatic transmission PTO Hydraulic Pump in lieu of standard hydraulics	Add:	$4,025.00
DN)	Double acting Hydraulic Hoist	Add:	$150.00
DO)	Dual fold down sides	Add:	$1,150.00
DP)	Lift Gate: 1600 lb. double acting tail gate	Add:	$4,675.00
DQ)	Eleven foot length for cab and chassis with 84" CA	Add:	$750.00
DR)	1300 Lb. Capacity 38" Platform Service Body Lift gate	Add:	$3,500.00

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Item 10 (AC) Options Continued:

DS)	1500 Lb. Capacity	Add:	$560.00
DT)	1,600 Lbs. 35" Platform Lift gate For Platform Body	Add:	$3,850.00
DU)	Relocate Backup Camera/Sensors To Lift Gate	Add:	$300.00
DV)	Bumper Notching Utility Body	Add:	$229.00
DW)	Mileage Charge For Delivery	Add:	$2.00/mile
DX)	Extra Key - with FOB	Add:	$295.00
DY)	Extra Key - without FOB	Add:	$155.00
DZ)	5 year/ 75000 Powertrain Extended Warranty	Add:	$2,695.00
EA)	5 year/ 100,000 mile Extended Warranty	Add:	$3,985.00
EB)	Door Decals Graphics Package (Front Doors)	Add:	$850.00
EC)	Headlight/Ta/light Flashers	Add:	$950.00
ED)	GVWR Option -To 16,000 - Inc. 6.7L Diesel	Add:	$14,500.00
EE)	GVWR Option - To 14,500 - Inc. 6.7L Diesel	Add:	$14,000.00
EF)	GVWR Option - To 10,900	Deduct:	$2,000.00
EG)	GVWR Option - To 9,900	Deduct:	$2,440.00
EH)	56CA Option	Add:	$3,500.00

MCT, Inc.
7451 Pan American Freeway NE
Albuquerque, NM 87109

Phone (505) 345-8651
Fax (505) 345-2597
E-Mail mctindustries@mct-ind.com

Sales Quote
11632
Quoted 11/5/2020

Bill To
CITY OF SANTA FE
P.O. BOX 909
SANTA FE, NEW MEXICO 87504-0909

Ship To
CITY OF SANTA FE
P.O. BOX 909
SANTA FE, NEW MEXICO

Contact
LAWRENCE GARCIA
505-470-7201

Purchase Order	Ship Via	FOB	Reference	Entered By	Sales rep	Terms
				TMM 1/30/2020	FM	Net 30

Product	Description	Ordered	Price	Amount
LABOR	LABOR SERVICE QUOTE REMOVE CONTAINER CARRIER FROM OLD TRUCK INSTALL ON NEW F350 WHT 60' CA INSTALL NEW PTO, USE EXISTING PUMP AND TANK CHANGE HYDRAULIC OIL AND FILTER CUT OFF HAND CONTROLS AT REAR REPAIR PARTS ON CARRIER CLEAN AND PAINT, REINSTALL	40.00	95.00	$3,800.00
MISC PARTS AND SUPPLIES	TAX ON LABOR ONLY	1.00	1,200.00	$1,200.00

	Sub-total	**$5,000.00**
	Sales tax	**$299.25**
Quote Good for 30 Days	**Total**	**$5,299.25**

ESD Truck BAR & Purchase 1-21ms

Final Audit Report 2021-01-09

Created:	2021-01-06
By:	Manuel Sanchez (mnsanchez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAADwb1L1r-6ttOdWfo30F3RJ0SjQAh6sPN

"ESD Truck BAR & Purchase 1-21ms" History

Document created by Manuel Sanchez (mnsanchez@ci.santa-fe.nm.us)
2021-01-06 - 5:34:15 PM GMT- IP address: 63.232.20.2

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2021-01-06 - 5:36:18 PM GMT

Email viewed by Shirlene Sitton (sesitton@santafenm.gov)
2021-01-07 - 11:36:51 PM GMT- IP address: 104.47.65.254

Email viewed by Shirlene Sitton (sesitton@santafenm.gov)
2021-01-08 - 8:59:20 PM GMT- IP address: 63.232.20.2

Document e-signed by Shirlene Sitton (sesitton@santafenm.gov)
Signature Date: 2021-01-08 - 9:49:30 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Shannon Jones (swjones@ci.santa-fe.nm.us) for signature
2021-01-08 - 9:49:32 PM GMT

Email viewed by Shannon Jones (swjones@ci.santa-fe.nm.us)
2021-01-09 - 0:25:23 AM GMT- IP address: 174.28.187.68

Document e-signed by Shannon Jones (swjones@ci.santa-fe.nm.us)
Signature Date: 2021-01-09 - 0:25:34 AM GMT - Time Source: server- IP address: 174.28.187.68

Agreement completed.
2021-01-09 - 0:25:34 AM GMT

Signature: Alexis Lotero
Alexis Lotero (Jan 19, 2021 12:07 MST)

Email: aclotero@santafenm.gov

GB PUD-ESD PROCURE TRUCKS & FRONT LOADER

Final Audit Report 2021-01-19

Created:	2021-01-11
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAASncW1bqsxqnCBa-36v2GxSZmM8dAMSUa

"GB PUD-ESD PROCURE TRUCKS & FRONT LOADER" History

Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2021-01-11 - 3:33:26 PM GMT- IP address: 63.232.20.2

Document emailed to AJH (ajhopkins@santafenm.gov) for signature
2021-01-11 - 3:37:27 PM GMT

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2021-01-11 - 6:53:31 PM GMT- IP address: 104.47.65.254

Document e-signed by AJH (ajhopkins@santafenm.gov)
Signature Date: 2021-01-11 - 6:57:51 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2021-01-11 - 6:57:57 PM GMT

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2021-01-19 - 7:04:08 PM GMT- IP address: 104.47.64.254

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Signature Date: 2021-01-19 - 7:07:01 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
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2021-01-19 - 7:20:41 PM GMT- IP address: 104.47.64.254

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Signature Date: 2021-01-19 - 7:21:24 PM GMT - Time Source: server- IP address: 63.232.20.2

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Agreement completed.

2021-01-19 - 7:21:24 PM GMT

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Adobe Sign

City of Santa Fe, New Mexico
Memorandum

DATE: **February 8, 2021**

TO: **Governing Body**
Finance Committee
Public Utilities/Public Works Committee

VIA: **Jarel LaPan Hill, City Manager**
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Shannon Jones, Public Utilities Director
Shannon Jones (Jan 4, 2021 16:34 MST)

FROM: **Shirlene Sitton, Environmental Services Division Director** Shirlene Sitton
Shirlene Sitton (Jan 4, 2021 16:21 MST)

ITEM AND ISSUE:
Request for the Approval of the Purchase of Two Automated Side Load Collection Vehicles in the Total Amount of $743,982 for Residential Recycling and Waste Collection Services; Rush Truck Center via the Cooperative Education Services; Shirlene E. Sitton, ESD Division Director, (sesitton@santafenm.gov).

BACKGROUND AND SUMMARY:
Solid Waste collection vehicles have a useful life of seven to ten years. The Environmental Services Division (ESD) has implemented a regular yearly truck replacement schedule, averaging six vehicles per year. Eight trucks were included in the approved budget for FY20. However, due to the pandemic, ESD did not replace any collection units in FY20. ESD requested and was approved funding to purchase two automated side load vehicles (ASL) for residential collections within FY21. This request is for two of the vehicles from the FY20 list. The collection vehicles which are proposed for replacement are:

New Vehicle	Replacement/Addition	Replacement Unit	Purchase Cost
Peterbilt Model 520 CNG Auto Side Loader	Replacement	Asset #29816-a 2009 Autocar ASL	$371,991
Peterbilt Model 520 CNG Auto Side Loader	Replacement	Asset #54916-a 2014 Autocar manual split body recycling	$371,991
Total Amount			$743,982

The 2009 Autocar diesel model has surpassed its useful life and would need extensive work on the suspension to make this truck operational. The 2014 Autocar is a split-body recycling collection truck that is no longer in service since the switch to cart collections. Both are being replaced with CNG vehicles, which is important in meeting our goal of lowering carbon emissions by completing the transition of our fleet to cleaner burning fuel, and utilizing the new CNG slow-fill station completed one year ago. Additionally, replacing the manual collection recycling truck with an ASL helps ensure we have enough recycling trucks to add residential routes to accommodate the large increase in residential participation brought on by the pandemic.

PROCUREMENT METHOD:
The ESD will be utilizing a contract administered by the Cooperative Education Services (CES) with Rush Truck Center. The CES issued a solicitation that Rush Truck center responded to thru RFP 2020-3 lB, Contract #2020-31B-C120 (All Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Services).

CONTRACT NUMBER:
Cooperative Education Services Munis vendor number 3553.

FUNDING SOURCE:
The Division budgeted and was approved for these vehicle replacements in FY 21 operating budget.
The funding source is:
Fund Name/Number: Environmental Services Division/510
Munis Org Name/Number: Residential Recycling/5100334 and Residential Collections/5100335 **Munis Object Name/Number:** Vehicles >1.5 /57100 Alexis Lotero
Alexis Lotero (Jan 6, 2021 17:03 MST)

ACTION REQUESTED:
Environmental Services respectfully requests your review and approval.
Attached Procurement Packet

Albuquerque NM
6521 Hanover Road NW
Albuquerque, NM 87121
505-875-3410

Customer Proposal Letter

CITY OF SANTA FE
2651 SIRINGO ROAD
SANTA FE, NM 87505
(505) 955-2200

Lawrence Garcia, thank you for the opportunity to earn your business. We look forward to working with you on your business needs. Please accept the following proposal.

VEHICLE

Make Peterbilt Model 520 Year 2021 Stock Number To Be Determined
Additional Vehicle and Accessories Description To be delivered on or about

		Total
Quantity	2	
Truck Price per Unit	$365,561.00	$731,122.00
F.E.T. (Factory & Dealer Paid)	$0.00	$0.00
Net Sales Price	$365,561.00	$731,122.00
Optional Extended Warranty(ies)	$6,180.00	$12,360.00
State Sales Tax		
Documentary Fee	$250.00	$500.00
CES CONTRACT # 2020-31B-C120-ALL		
Administration Fee		
Vehicle Inventory Tax		
Additional Taxes		
Tire Recycling Program		
Battery Disposal Fee		
Out of State Vehicle Fee		
Rebate(s)		
Total Sales Price (Including Rebate(s))	$371,991.00	$743,982.00
Trade Allowance (see DISCLAIMER Below)		$0.00

Sales Representative — Carlos Arreola

Purchaser
signature — printed name
signature — printed name
title — date

Accepted by Sales Manager or General Manager
signature — printed name

Quote good until 12/31/2020 **Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.**

DISCLAIMER: Any order based on this Proposal subject to Customer executing Dealer's standard form Retail Purchase Order incorporating above terms. Any documentary fees, state tax, title, registration and license fees subject to adjustment and change. Actual F.E.T. to be paid by Dealer, subject to adjustment. Any F.E.T. variance will be responsibility of Dealer. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If Quoted Vehicle(s) not currently in Dealer's stock, Dealer reserves right to change Quotation Total to reflect any price increases from Manufacturer. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer not obligated to retain any specific vehicles in stock, nor maintain any specific inventory level. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) not in stock or available within requested delivery schedule at time Proposal accepted. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s), where such inability or delay is due, in whole or in part, to any cause beyond the reasonable control of Dealer or is without the gross negligence or intended misconduct of Dealer. Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of this Proposal by Customer.

Printed on 10/6/2020 at 5:55 PM.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Cooperative Educational Services/Rush Truck Center

Procurement Title: All Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Services (RFB 2020-31B)

Procurement Method: State Price Agreement ☐ *Cooperative* ☒ *Sole Source* ☐ *Other* ☐ _____

Exempt ☐ *Request For Proposal* (RFP) ☒ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting Public Utilities Staff Name Lawrence Garcia, ESD Maintenance Manager

Procurement Requirements:
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☐	☒	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☒	☐	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☐	☒	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☐	☒	Certificate of Insurance
☒	☐	All documentation presented to Committees
☐	☒	Other: _____

Lawrence Garcia	ESD Maintenance Manager	10/22/2020
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway Fran Dunaway (Jan 6, 2021 17:07 MST)		
Purchasing Officer (attesting that all information is reviewed)	Title	Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

DocuSign Envelope ID: FE9D1DCE-A313-48FD-8FA2-24794572BD79

Your New Mexico Purchasing Cooperative

CES

Since 1979

Contract Award Letter

July 17, 2020

Kevin Walker
RUSH TRUCK CENTERS OF NEW MEXICO, INC
6521 Hanover Road NW
Albuquerque, NM87121

Re: ACCEPTANCE of OFFER and CONTRACT AWARD for:

CES RFP 2020-31B for CES Contract # 2020-31B-C120-ALL - Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Services

Dear Procurement Partner,

Cooperative Educational Services (CES) thanks you for responding to CES RFP 2020-31B solicitation. The responses have been reviewed and it is our pleasure to inform you that your company has been selected to provide the products and services indicated in your response.

The enclosed Acceptance of Offer and Contract Award, in conjunction with the Bid documents that you submitted with your proposal, constitute the Agreement between the parties. Please retain all documents for your records. The term of this Indefinite Quantity Contract Award as defined in NMSA 13-1-63; is for four (4) years from the date of this letter, Pursuant to 13-1-150 NMSA.

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

Sincerely Yours,

Cooperative Educational Services

David Chavez
Executive Director
Ofc: 505.344.5470
Fax: 505.344.9343

DocuSign Envelope ID: FE9D1DCE-A313-48FD-8FA2-24794572BD79

ACCEPTANCE OF PROPOSAL
AND CONTRACT AWARD

CES RFP NUMBER: 2020-31B

RFP DESCRIPTION: Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Services

CES CONTRACT NUMBER: 2020-31B-C120-ALL

CONTRACT

This contract award is being made by Cooperative Educational Services ("CES"), 4216 Balloon Park Rd. NE, Albuquerque, New Mexico 87109 effective this 7/17/2020, to RUSH TRUCK CENTERS OF NEW MEXICO, INC, with its principal office located at 6521 Hanover Road NW, Albuquerque, NM 87121 pursuant to the above referenced CES conducted Request for Proposal ("RFP"), or Request for Bids ("RFB") procurement, and Contract Holder accepts the award and enters into this contract pursuant to the following terms and conditions.

RECITALS

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

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

CONTRACT TERMS

1. The contract term shall be for four (4) calendar years from the effective contract award date 7/17/2020 through 7/16/2024. CES reserves the right to renew the Contract through a written amendment signed by all required signatories, but in any case, the Contract shall not exceed the total number of years allowed pursuant to NMSA 1978 13-1-150. CES reserves the right to offer month-to-month extensions if it is determined by CES to be in the best interest of CES Members/Participating Entities.

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

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

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

5. Contract Holder understand and agree that upon CES' receipt of funds from CES Member/Participating Entity, CES has no right or authority to thereafter apply those funds to any purpose other than as instructed by CES Member/Participating Entity. CES shall incur no liability to Contract Holder except for liability arising from CES' own gross negligence or willful misconduct, to the extent allowed by New Mexico law. Through this procurement process, Contract Holder is authorized to provide the described Products, Services or Construction Services. CES has no obligation or right to involve itself with the manner or method by which Contract Holder provides these Products, Services or Construction Services.

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

7. Contract Holder agrees that it will not assert any claim against CES in the event that a dispute arises regarding the alleged failure of Contract Holder or CES Member/Participating Entity to perform as provided for in the

RFP or RFB documents, any purchase order or other contract between Contract Holder and a CES Member/Participating Entity. This does not include claims against CES based upon the alleged gross negligence or intentional acts of CES.

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

9. The Recitals are incorporated herein as contract terms.

Agreed effective the above date:

Cooperative Educational Services	**RUSH TRUCK CENTERS OF NEW MEXICO, INC**
	Kevin Walker
David Chavez	
Printed Name	Printed Name
By: David Chavez	By:
	General Manager
Title: Executive Director	Title:

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ATTACHMENT A
TO CONTRACT 2020-31B-C120-ALL
ACCEPTANCE OF PROPOSAL
AND CONTRACT AWARD

SCOPE OF WORK AND SPECIFICATIONS

CES is seeking qualified contractor(s) in the State of New Mexico to provide a variety of Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Services for a firm, fixed price as described in solicitation CES RFP 2020-31B, or other pricing methodologies identified herein. The Contractor will furnish and provide any and all documentation, labor, materials and equipment needed to perform and complete the scope of work stated for each individual project requested under CES RFP2020-31B

**Omissions in CES RFP 2020-31B for Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Services of any provision therein described shall not be construed as to relieve the vendor of any responsibility or obligation to the complete and satisfactory delivery, operation, and support of any and all equipment, product, materials or services.*

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ATTACHMENT B
TO CONTRACT 2020-31B-C120-ALL
ACCEPTANCE OF PROPOSAL
AND CONTRACT AWARD

PRICING

A. CES Members and Participating Entities will pay Contractor for Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Services rendered at the rates set forth as part of Attachment B and all other pricing documentation approved by CES.

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

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www.rushtruckcenters.com

Rush Truck Center – Albuquerque | 6521 Hanover Road N.W., Albuquerque, New Mexico 87121 | 505-839-3613 | 505-839-367 Fax

RFP # 2020-31B Medium and Heavy-Duty Trucks, Truck Bodies, Accessories, Parts and Services

- LINE 22 – OPTIONAL EQUIPMENT
  - Options listed under the base price in the Pricing Matrix are not subject to discounts, but rather actual cost.
- LINE 27 – TRAINING FOR DRIVERS
  - This training is free of cost and offered to every CES Member upon purchasing any New/Used Equipment.
- LINE 28 – TRAINING FOR MAINTENANCE PERSONAL
  - Rush Truck Centers of NM holds several FREE in-house Technician training events throughout the year. Any CES Member is openly invited to have their technicians attend our events where we also feed them and provide Certifications of the class taken upon completion.
- LINE 30 – MAINTENANCE SERVICE PLANS
  - Please reference attachment 'RushCare', as it provides several pricing levels based on the Engine OE and size.
- LINE 31 – EXTENDED WARANTY
  - Extended Warranty listed under the Pricing Matrix(attached) is not subject to any discounts, but rather actual cost.
- LINE 32 – VEHICLE DELIVERY COST
  - Rush Truck Centers of NM delivers equipment free of cost, it is a great opportunity for us to also do FREE Driver Training as we have a captive audience upon arriving.
- LINE 34 – EMERGENCY ROADSIDE SERVICE
  - Rush Truck Centers of NM does not charge per mile. The hourly rate of $147.00 includes all mileage cost.
- LINE 35 – USED VEHICLE PURCHASE OPTIONS – WHOLESALE BLUE BOOK OPTION
  - Rush Truck Centers of NM will not be offering Wholesale items through this RFP.

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Rush Truck Centers of New Mexico, Inc.
Manufacturer: Peterbilt
Model: 337
Non CDL 26K GVW Cab & Chassis
Price per (1) Unit Each

List Price:	$96,916.00	
CES Discount:	25.12%	
Discounted Price:	$72,571.00	No FET Included

Below listed options are list cost, apply CES discount for final discounted price. Options below are additional and not included in the above base price. Discount does not apply to Extended Warranty Options.

Truck Options;	
Differential Locks	$975.00
33,000 lb GVW	$1,500.00
Larger Cummins PX9 345-hp / 1150-tq w/ Manual 10-SPD Transmission	$6,700.00
Allison Automatic Transmission	$10,600.00
Longer Wheel Base	$1,500.00
C-Brake Engine Brake	$2,300.00
Air Dick Brakes Steer Axle	$1,100.00
Air Ride Suspension	$1,400.00
Battery Disconnect Switch	$560.00
Aluminum Wheels	$1,100.00
10" Cab Extension	$4,600.00
Corner Windows	$520.00
Power/Heated Mirrors	$550.00
Cab Air Ride	$800.00
Air Ride Passenger Seat	$250.00
Metallic Paint	$900.00

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Extended Warranty Base Vehicle;	
4 year / 200k Mile Coverage	$1,800.00
5 year / 200k Mile Coverage	$2,500.00
Extended Warranty PX9 Engine Coverage;	
3 year / 150k Mile Coverage	$2,600.00
4 year / 200k Mile Coverage	$3,900.00
5 year / 200k Mile Coverage	$4,600.00

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Cooperative Educational Services

RFP 2020-31B

Offeror Name: RUSH TRUCK CENTERS OF NEW MEXICO, INC

Price Listing for Manufacturers, Suppliers, Distributors

This is the "PRICING FORMAT CES ENCOURAGES AN OFFEROR TO USE". Offeror can create a format that is similar in nature to this file format. Enter information in shaded areas only. Please Do Not Add, Edit or Change Columns or Column Titles. You may add additional rows and worksheets as needed.

Proposer Name: RUSH TRUCK CENTERS OF NEW MEXICO, INC.

All Regions? If "NO" complete a Price List for each Region

Yes	No
X	

Equipment/Product	Published Cost/Price		Manufacturer/Supplier/Distributor Part Number	Product Description	Published Price	CES Percent Discount	CES Price	Volume Discount YES, NO, N/A
SEE ATTACHED EXCEL WORKSHEET 'CES PRICING MATRIX 2020'							$0.00	N/A
SEE ATTACHED EXCEL WORKSHEET 'CES PRICING MATRIX 2020'							$0.00	N/A
SEE ATTACHED EXCEL WORKSHEET 'CES PRICING MATRIX 2020'							$0.00	N/A
SEE ATTACHED EXCEL WORKSHEET 'CES PRICING MATRIX 2020'							$0.00	N/A
SEE ATTACHED EXCEL WORKSHEET 'CES PRICING MATRIX 2020'							$0.00	N/A
SEE ATTACHED EXCEL WORKSHEET 'CES PRICING MATRIX 2020'							$0.00	N/A
							$0.00	

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RFP # 2020-31B Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Services

LINE ITEM MARKET BASKET REVISED 6/15/2020

Company Name	RUSH TRUCK CENTERS OF NEW MEXICO, INC		Vehicle Manufacturer		PETERBILT			Pricing Must Include the CES 1.25% Administration Fee		
Product Name	Product Description	Unit of Measure	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Offeror's Support for CES Pricing	Offeror's Support for CES Pricing, Percent of difference between CES Price and individual entity price.	%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Alternative Costing O/P	Alternative Methods of Costing - percent of overhead/markup and profit added to cost	%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
Alternative Costing CES Discount	Discounts Offered Off Alternative Costing Methods (cost plus profit and overhead) Less Rate of Discount	%	0.50%	0.50%	0.50%	0.50%	0.50%	0.50%	0.50%	0.50%
Cab and Chassis Class 3 - GVRW of 10,001–14,000 lbs.	Percent of Discount off Printed/Published Price Sheets	%								
Cab and Chassis Class 4 - GVRW of 14,001–16,000 lbs.	Percent of Discount off Printed/Published Price Sheets	%								
Cab and Chassis Class 5 - GVRW of 16,001–19,500 lbs.	Percent of Discount off Printed/Published Price Sheets	%								
Cab and Chassis Class 6 - GVRW of 19,501–26,000 lbs.	Percent of Discount off Printed/Published Price Sheets	%	25.12%	25.12%	25.12%	25.12%	25.12%	25.12%	25.12%	25.12%
Cab and Chassis Class 7 - GVRW of 26,001–33,000 lbs.	Percent of Discount off Printed/Published Price Sheets	%	31.10%	31.10%	31.10%	31.10%	31.10%	31.10%	31.10%	31.10%
Cab and Chassis Class 8 - GVRW of 33,001 lbs.	Percent of Discount off Printed/Published Price Sheets	%	35.50%	35.50%	35.50%	35.50%	35.50%	35.50%	35.50%	35.50%
Dump Body	Percent of Discount off Printed/Published Price Sheets	%								
Trash Truck Front Loaders Body	Percent of Discount off Printed/Published Price Sheets	%								
Trash Truck Rear Loaders Body	Percent of Discount off Printed/Published Price Sheets	%								
Trash Truck Side Loaders Body	Percent of Discount off Printed/Published Price Sheets	%								
Trash Truck Roll-Off Body	Percent of Discount off Printed/Published Price Sheets	%								
Low Cab Forward Box Body	Percent of Discount off Printed/Published Price Sheets	%								
Grapple Truck Body	Percent of Discount off Printed/Published Price Sheets	%								
Misc. Bodies	Percent of Discount off Printed/Published Price Sheets	%								
Utility Beds	Percent of Discount off Printed/Published Price Sheets	%								
Optional equipment	Percent of Discount off Printed/Published Price Sheets	%								

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RFP # 2020-31B Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Services

LINE ITEM MARKET BASKET REVISED 6/15/2020

Company Name	RUSH TRUCK CENTERS OF NEW MEXICO, INC		Vehicle Manufacturer		PETERBILT			Pricing Must Include the CES 1.25% Administration Fee		
Product Name	Product Description	Unit of Measure	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Hourly Rates for Installation of Accessories and Equipment	Hourly Rate	$	$147.00	$147.00	$147.00	$147.00	$147.00	$147.00	$147.00	$147.00
Hourly Rates for Paint and Body Services	Hourly Rate	$	$98.00	$98.00	$98.00	$98.00	$98.00	$98.00	$98.00	$98.00
Hourly Service Rates for Maintenance and Repairs	Hourly Rate	$	$147.00	$147.00	$147.00	$147.00	$147.00	$147.00	$147.00	$147.00
DOT Inspections	Hourly Rate	$	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
Training for Drivers	Hourly Rate	$								
Training for Maintenance Personnel	Hourly Rate	$								
Replacement Parts, Materials and Supplies	Percent of Discount off Printed/Published Price Sheets	%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
Maintenance Service Plans	Percent of Discount off Printed/Published Price Sheets	%								
Extended Warranty	Percent of Discount off Printed/Published Price Sheets	%								
Vehicle Delivery Cost	Cost per mile from Dealer to CES Member	$								
Emergency Road Side Service	Hourly Rate	$	$147.00	$147.00	$147.00	$147.00	$147.00	$147.00	$147.00	$147.00
Emergency Road Side Service	Cost per mile	$								
Used Vehicle Purchase Options - Wholesale Blue Book Option	Dealer discount not to exceed a maximum of XX.XX%	%								
Used Vehicle Trade-in or Purchase Option	Dealer markup not to exceed a maximum of XX.XX%	%	15.00%	15.00%	15.00%	15.00%	15.00%	15.00%	15.00%	15.00%

GB PUD ESD Procurement of two automated side load colection vehicles

Final Audit Report 2021-01-07

Created:	2021-01-05
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAnAWHsPNpcWJI8X5ItVW2ZPlhCaqw7mAd

"GB PUD ESD Procurement of two automated side load colectio n vehicles" History

Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
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Signature Date: 2021-01-07 - 0:03:20 AM GMT - Time Source: server- IP address: 63.232.20.2

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Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)

Signature Date: 2021-01-07 - 0:07:24 AM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2021-01-07 - 0:07:24 AM GMT

City of Santa Fe

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City of Santa Fe, New Mexico

Memo

Date: January 25, 2021

To: Governing Body

Via: Regina Wheeler, Public Works Director RW

From: Thomas Martinez, Interim Director Streets Division T.M.

Item & Issue

Approved reallocation of $322,190 capital funds for the purchase of a replacement street sweeper for the Streets Division.

Back Ground and Summary:

The Streets Division is responsible for 1200 paved lane miles in the city. We currently have 5 street sweepers 4 get used 10 hours a day 5 days a week and one is backup for use when any unit is in for service. The year models of the sweepers are 2004, 2005, 2008, 2009, 2016. Sweepers have a life expectancy of 7 years which means that 4 of our sweepers are overdue for replacement. It is critical to replace the aged units since replacement parts are not manufactured anymore and it is difficult to keep them in running order. The year model 2004 sweeper will be replaced with this action.

The Governing Body appropriated $581,488 to the GCCC Mezzanine in October 2020. Other funding has been found for that project and that project is in design phase. Reallocation of $322,190 to the purchase of this street sweeper is recommended.

Recommended Actions

Approve the reallocation of $322,190 of the 2018 GRT Bond reallocation from the GCCC Mezzanine project (GRT18FMD: 3359980/520100) to the purchase of one street sweeper (GRT18SDM: 3359980/571000).

Approve purchase 1 Elgin Sweeper.

Funding Source:

MUNIS Fund: 335 Org: 3359980 Obj: 571000

City of Santa Fe, New Mexico
Memorandum

DATE: **January 24, 2021**

TO: **Governing Body**

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

ITEM

Global Management Performance Contract with Dalkia Energy Solutions, LLC to convert City owned street lights to LEDs for $2,757,777 plus NMGRT and maintain City owned street lights for $179,074/year plus NMGRT. Regina Wheeler, rawheeler@santafenm.gov, 955-6622.

SUMMARY

Street lights play in important role in making roadways safe for pedestrians, bicyclists and drivers. The City's street lights have a short lifespan and a high failure rate. They are an old technology, high pressure sodium (HPS), that uses a lot of electricity. By converting street lights to LEDs, the reliability will be improved and the electricity use reduced by approximately 60%. The on-bill electric savings will pay for the conversion.

There are approximately 5550 street lights in the City of Santa Fe. The City owns approximately 3499 of these street lights including the lights on Cerrillos and St Michael's Drive that just transferred to the City from NMDOT. PNM owns approximately 2057 of the street lights in the City. NMDOT owns the lights at on and off ramps of 599 and other highways. The City is responsible for the cost of operations and maintenance for all of these lights at a cost of approximately $1,000,000 per year.

The City pays PNM according to Rate 20, approximately $620,000 per year for electricity and maintenance on all of the approximately 5550 street lights. The estimated on-bill electric savings of converting all of the City's lights to LED is projected to be $550,000 per year. The City also pays PNM for non-routine maintenance associated with aging infrastructure and accidents costing an additional approximately $300,000 per year. After the conversion, PNM will no longer maintain the City's street lights. The GMPC with Dalkia includes provisions for routine and non-routine maintenance of City street lights. The fee for regular maintenance will be $179,074 plus NMGRT and non-routine maintenance will be performed at unit rates included in the GMPC. The Dalkia team that will convert and maintain the City of Santa Fe street lights just completed the City of Albuquerque's street light conversion project and performing ongoing maintenance from their office in Albuquerque.

The new street lights are smart ready, facilitating remote monitoring. Dalkia will manage the City's street light maintenance using a software for monitoring operations and reporting key performance indicators including energy savings as required by the contract. The City will have licenses to access the software as well. Constituents reporting street light issues will be able to call Dalkia's dedicated service phone number or send an email to the dedicated email address, call City of Santa Fe constituent services or log a work order into the City's online work order system. All items will be routed to Dalkia for resolution. Dalkia will meet monthly with City Public Works to review outstanding items.

The City is entering a separate contract with PNM for the conversion of street lights owned by PNM that will come to the Governing Body in a separate item. PNM, Dalkia and the City are working together with the goal of converting all of the lights in one 6 month project. From the notice to proceed, there is 6-8 weeks for materials delivery and then 4 months for installation. The map in the Implementation Plan shows the planned sequencing of the conversion, starting on the south side of town in approximately June, then moving to downtown in case large gatherings begin again and then crossing the rest of the City by September 2021.

The lamps being removed will be recycled and hazardous waste managed properly by the contractors.

The new LED lamp heads focus light down onto the street and generate less stray light than the current street lights. This improves safety while protecting dark skies. The smart ready street lights can also support a dimming strategy. When converting to LEDs there is also the specification of color. Rate 20 specifies the light conversion for PNM lights as 3,000 kelvin for residential and 4,000 kelvin for main streets and collectors. Dalkia will follow the same conversion strategy. It has been reported that 3,000 kelvin lights minimize interference with circadian rhythms and that 4,000 kelvin lights make main roads safer. Specifications of the luminaires to be used in the conversion of City owned street lights are included in the attached Implementation Plan.

PROCUREMENT METHOD:

The procurement method is use of existing contract. See attached City of Albuquerque GMPC with Dalkia (previously Citelum).

BUDGET:

Conversion

$2,880,464.42 ($2,757,777 plus $232,687.43 @ 8.4375% NMGRT)
Project string FA183200I
Fund 600 Org Object: 1000471.520200a budget to be loaded after financing closes

Maintenance

$194,183.37 ($179,074/year plus $15,109.37 @ 8.4375% NMGRT) for annual maintenanc.
Org/object 1000416.520150 (Traffic Engineering – Repair & Maintenance System Equipment)

MUNIS CONTRACT NUMBER:

3202498 Dalkia

SCHEDULE:

Public Works Committee: 02/08/2021
Finance Committee: 02/15/2021
City Council: 02/24/2021

The project is scheduled for completion within six months after the Notice To Proceed (NTP) is received by the contractor, currently scheduled for September 30, 2021.

ATTACHMENTS:

Exhibit A - GMPC agreement with Dalkia
Exhibit B – Dalkia Implementation Plan
Exhibit C – City of Albuquerque GMPC
Exhibit D – Letter extending terms and conditions to City of Santa Fe
Exhibit E – City of Santa Fe Business License(s)

AN ABSTRACT OF PROCEEDINGS

STATE OF NEW MEXICO)

COUNTY OF SANTA FE) ss.

CITY OF SANTA FE)

The Governing Body (the "Governing Body") of the City of Santa Fe (the "City") in the County of Santa Fe, State of New Mexico, met in regular session in full conformity with law and ordinances and rules of the City, at City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico, being the regular meeting place of the Governing Body, at the hour of 5:00 p.m., on Wednesday, the ____day of February, 2021.

Upon roll call the following were found to be present, constituting a quorum of the Governing Body:

PRESENT: Mayor: _____

Councilor: _____

Councilor: _____

Councilor: _____

Councilor: _____

Councilor: _____

Councilor: _____

Councilor: _____

Councilor: _____

ABSENT:

_____

Thereupon the following proceedings, among others, were had and taken:

PUBLIC HEARINGS

***

CONSIDERATION OF BILL NO. 2021-2

ADOPTION OF ORDINANCE NO. 2021-____

Approval of Global Management Performance Contract with Dalkia Energy Solutions, LLC

CITY OF SANTA FE, NEW MEXICO

ORDINANCE NO. 2021-2

INTRODUCED BY:

Mayor Alan Webber

AN ORDINANCE

APPROVING A GLOBAL MANAGEMENT PERFORMANCE CONTRACT BY AND BETWEEN THE CITY AND DALKIA ENERGY SOLUTIONS, LLC (THE "AGREEMENT") FOR THE INSTALLATION OF STREETLIGHT UPGRADES, SUBJECT TO CITY COUNCIL APPROVAL OF A SEPARATE FINANCING TRANSACTION TO FINANCE THE COSTS OF THE AGREEMENT; AUTHORIZING THE PLEDGE OF UTILITY COST SAVINGS AS SECURITY FOR THE TRANSACTION FOR THE FINANCING OF THE AGREEMENT, AND THE EXECUTION AND DELIVERY OF CERTAIN OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION WITH THE EPC; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION WITH THE AGREEMENT; REPEALING ALL ORDINANCES AND PRIOR ACTION IN CONFLICT HEREWITH; AND RELATED MATTERS.

Capitalized terms used in the following preambles have the same meaning as set forth in Section 1 of this Ordinance unless the context requires otherwise.

WHEREAS, the City of Santa Fe, New Mexico (the "City") is a legally created,

established, organized and existing incorporated charter municipality with home-rule powers under the constitution and laws of the State of New Mexico; and

WHEREAS, Dalkia Energy Solutions, LLC, a Massachusetts limited liability company ("Contractor") has agreed to perform Street Light LED Upgrade and Maintenance (the "Project") for the City per the pricing structure and the contractual terms of the Global Management Performance Contract by and between Citelum US, Inc. and the City of Albuquerque, New Mexico dated September 28, 2017, as agreed to by the letter submitted by the Contractor to the City dated September 10, 2019; and

WHEREAS, the amount of savings to be realized through the implementation of the Project appears to be sufficient to cover all costs associated with the Project; and

WHEREAS, the Contractor has proposed that the City and the Contractor enter into a Global Management Agreement (the "Agreement"), a copy of which has been presented to the City Council in connection with its consideration of this Ordinance, and pursuant to which the Contractor will complete the Project at a total cost not to exceed $3,187,337.78, including gross receipts taxes; and

WHEREAS, the Project consists of the installation and maintenance of LED streetlight conversion and routine and non-routing maintenance of the converted streetlights; and

WHEREAS, the City intends to finance the costs of the Project through a separate financing arrangement with a third-party financial institution (the "Financing Transaction") which will be paid from pledged Utility Cost Savings as authorized pursuant to the Act, and pursuant to which the Pledged Utility Cost Savings are net revenues of the Project (the "Pledged Revenues") which constitute a special fund; and

WHEREAS, the Governing Body intends to approve the Agreement and authorize its execution, delivery, and assignment of the Pledged Revenues, subject to the terms and provisions of this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE, NEW MEXICO:

Section 1. Definitions. The terms in this section are defined for all purposes of this Ordinance and of any ordinance amendatory hereof or supplemental hereto, or relating hereto, and of any instrument or document appertaining hereto, except where the context by clear implication herein otherwise requires, shall have the following meanings:

"Act" means the general laws of the State, including the home-rule charter of the City, Sections 3-31-1 through 3-31-12 NMSA 1978, as amended, and enactments of the Governing Body relating to the Agreement and the Financing Transaction, including this Ordinance.

"Authorized Officer" means the following officers of the City: Mayor, City Manager, City Finance Director, or other officer of the City when designated by a certificate signed by the Mayor of the City from time to time, a certified copy of which shall be delivered to the Paying Agent.

"Bond Counsel" means an attorney or firm of attorneys nationally recognized for expertise in the area of municipal bonds and the exemption of interest on municipal bonds from federal income taxation.

"City," "Municipal," or "Municipality" means the municipal corporation and body corporate and politic known as the City of Santa Fe, Santa Fe County, New Mexico.

"Conservation Measures" mean, collectively or individually, as the context may require, the energy savings equipment and improvements of which the Project is comprised.

"Contract Price" means $3,187,337.78, including gross receipts taxes, which is the maximum amount payable pursuant to the Agreement.

"Contractor" means Dalkia Energy Solutions, LLC, a Massachusetts limited liability company.

"Costs of Issuance" means all costs relating to the execution and delivery of the Agreement and the Financing Transaction, including, without limitation, costs of advertising and publication,

costs of fees and expenses of the financial advisor, Bond Counsel, the Paying Agent, and other reasonable and necessary fees and costs, including applicable gross receipts taxes, related to the execution and delivery of the Agreement and the Financing Transaction.

"Financing Transaction" means the transaction to be entered into by and between the City and the Lender, proceeds of which shall be applied to pay the Contract Price; the principal of, interest on and other payments due in connection with the Financing Transaction shall be payable solely from Pledged Revenues; provided, that the Financing Transaction may be in the form of a lease-purchase agreement, a loan agreement or other form of debt obligation.

"Governing Body" means the members of the governing body designated as councilors who, together with the mayor, are the governing body of the City.

"Lender" means the bank or other financial institution serving as the lender in connection with the Financing Transaction; if applicable, the Lender may be the lessor if the Financing Transaction is a lease-purchase transaction.

"Ordinance" means this City Ordinance as amended or supplemented from time to time.

"Placement Agent" means D.A. Davidson & Co., Kansas City, Missouri.

"Placement Agent Agreement" means the professional services agreement by and between the City and the Placement Agent for the placement of the Financing Transaction with the Lender.

"Pledged Revenues" means amounts generated by Utility Cost Savings pursuant to the Agreement, which constitute net revenues of the Project, which shall be deposited monthly to the Pledged Revenue Fund as provided in Section 6 of this Ordinance.

"Pledged Revenue Fund" means the fund created pursuant to Section 6 of this Ordinance.

"Project" means the implementation of LED streetlight upgrades and associated routine and non-routine maintenance for the purpose of achieving Utility Cost Savings: the following energy savings measures:

(1) LED Streetlight conversion:

The Contractor will upgrade all City owned lights that are not currently LED to LED. The estimated type and amount of lights to be converted will be confirmed by the Contractor in the field through the course of installation.

(2) Routine Street light Maintenance:

The Contractor will perform routine maintenance of City-owned streetlights, including regular maintenance, including bulbs, photocells, minor wiring & fuses, and cleaning, night patrols.

Management of Computerized Maintenance Management System ("MUSE").

The Contractor will manage lights-out hotline including coordination with PNM regarding PNM owned street lights.

Provide emergency response 24 hours a day 7 days a week.

The Contractor will maintain accurate inventory of changes to City owned lighting system.

(3) Non-Routine Street light Maintenance and Installation:

The Contractor will provide on-call street light maintenance and construction services for non-routine maintenance and installation of City Street Lights that are not otherwise covered under Routine Street Light Maintenance. The Contractor will perform this work upon written authorization to proceed,

"Related Documents" means, as applicable, the lease-purchase agreement, loan agreement, promissory note, escrow agreement, account control agreement and any other document or agreement containing an obligation of the City as may be required by the Lender or otherwise in connection with the Agreement pursuant to the Financing Transaction.

"Utility Cost Savings" means the amounts saved by the City in the purchase of electricity or water that are a direct result of the Conservation Measures.

Section 2. Ratification of Prior Action. All action heretofore taken (not inconsistent with the express provisions of this Ordinance) by the Governing Body and officers of

the City directed toward the Project, the Agreement and the Financing Transaction, including, without limitation, the publication of a notice of public meeting and intent to adopt this Ordinance authorizing the execution and delivery of the Agreement, and the engagement of D.A Davidson as Placement Agent pursuant to the Placement Agent Agreement, and the same hereby is ratified, approved and confirmed, notwithstanding any inconsistent prior action.

Section 3. **Findings.** The Governing Body hereby finds:

A. The amount that the City would spend on the Project is not likely to exceed the cumulative amount of Utility Cost Savings over the ten year term of the Agreement from the date of installation of streetlight upgrades, including the financing of those costs pursuant to the Financing Transaction, and excluding the cost of normal repair and replacement of components of the streetlight upgrades; and

B. The streetlight upgrades, and the routine and non-routine maintenance thereof pursuant to the Agreement which constitute the Project will generate Utility Cost Savings equal to or greater than the costs of the Project, including the financing of those costs pursuant to the Financing Transaction.

C. The Project is a revenue-producing project, the Conservation Measures are reasonably related to and constitute a substantial part of the Project, and the Utility Cost Savings constitute net revenues of the Project, each within the meaning of Section 3-31-1(F) NMSA 1978.

Section 4. **Authorization of the Project; Financing Transaction Condition.** The Project is hereby authorized at a total cost not to exceed the Contract Price, excluding any such cost defrayed or to be defrayed by any source other than proceeds of the Financing Transaction allocable to the Contract Price; provided, that the Project and execution and delivery of the Agreement shall be subject to the authorization and closing of the Financing Transaction.

Section 5. **Execution and Delivery of Agreement.** The Mayor or, in the absence of the Mayor, the Mayor pro tempore, is authorized to execute and delivery the Agreement, which

shall be attested by the City Clerk or an assistant City Clerk, in substantially the form presented to the Governing Body in its consideration of this Ordinance, with such modifications or revisions as the Mayor, in consultation with the City's municipal advisor and bond counsel, determines are necessary or convenient to implement the Project, and the execution and delivery of the Agreement by the Mayor, or in the absence of the Mayor, the Mayor pro tempore, shall be conclusive evidence of the City's approval thereof, as may be modified or revised.

Section 6. Establishment and Administration of Pledged Revenue Fund; Assignment as Security for Financing Transaction. A special revenue fund is hereby established, to be identified as the "City of Santa Fe/Dalkia Project Revenue Fund (the "Pledged Revenue Fund"). In the first month following substantial completion of the installation of streetlight upgrades as described in Appendix 2A to Schedule 2 of the Agreement, the City shall deposit Pledged Revenues to the Pledged Revenue Fund. The assignment of the Pledged Revenues as security for the payment of debt service in connection with the Financing Transaction is hereby authorized, with such details as shall be provided in the Financing Transaction documentation authorized by the Governing Body.

Section 7. Period of Project's Usefulness. It is hereby determined and recited that the average useful life of the Project is not less than 15 years.

Section 8. Authorization to Execute Related Documents and Delegated Authority.

A. Approval of Documents; Ratification. The form, terms, and provisions of the Related Documents are in all respects approved, authorized, and confirmed, with such changes therein not inconsistent with this Ordinance as the Authorized Officers of the City deem necessary or desirable.

B. Delegated Authority and Execution of Documents. The officers, agents, and employees of the City are authorized, empowered and directed to take all action required by this

Ordinance, and all such other action as may be necessary or appropriate to effectuate the provisions of this Ordinance, the Related Documents, and any other documents as may be necessary or appropriate to carry out and comply with the provisions of this Ordinance.

Section 9. Severability. If any Section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 10. Repealer Clause. All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance or part of any ordinance heretofore repealed.

Section 11. Effective Date, General Summary for Publication. Upon due adoption of this Ordinance, the ordinance shall be recorded and preserved by the City Clerk, authenticated by the signature of the Mayor and City Clerk, and the seal of the City impressed hereon, and the title and general summary of the subject matter contained in this Ordinance (set out below) shall be published in a newspaper which maintains an office and is of general circulation in the City and this Ordinance shall be in full force and effect after its publication in accordance with law.

Pursuant to Section 3-17-5 NMSA 1978, as amended, the title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

(Form of Summary of Ordinance for Publication)

CITY OF SANTA FE, NEW MEXICO

NOTICE IS HEREBY GIVEN of the title and of a general summary of the subject matter contained in an ordinance duly adopted and approved by the Governing Body of the City of Santa Fe on February __, 2021. A complete copy of the ordinance is available for public inspection during the normal and regular business hours of the City Clerk in the office of the City Clerk, City

Hall, 200 Lincoln Avenue, Santa Fe, New Mexico and is available online at santafe.primegov.com. The title of the ordinance is:

AN ORDINANCE

APPROVING A GLOBAL MANAGEMENT PERFORMANCE CONTRACT BY AND BETWEEN THE CITY AND DALKIA ENERGY SOLUTIONS, LLC (THE "AGREEMENT") FOR THE INSTALLATION OF STREETLIGHT UPGRADES, SUBJECT TO CITY COUNCIL APPROVAL OF A SEPARATE FINANCING TRANSACTION TO FINANCE THE COSTS OF THE AGREEMENT; AUTHORIZING THE PLEDGE OF UTILITY COST SAVINGS AS SECURITY FOR THE TRANSACTION FOR THE FINANCING OF THE AGREEMENT, AND THE EXECUTION AND DELIVERY OF CERTAIN OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION WITH THE EPC; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION WITH THE AGREEMENT; REPEALING ALL ORDINANCES AND PRIOR ACTION IN CONFLICT HEREWITH; AND RELATED MATTERS.

A general summary of the subject matter contained in such ordinance is set forth in the title. COMPLETE COPIES OF THE ORDINANCE ARE ON FILE IN THE OFFICE OF THE CITY CLERK AT THE CITY HALL, 200 LINCOLN AVENUE, SANTA FE, NEW MEXICO, ARE AVAILABLE ONLINE AT SANTAFE.PRIMEGOV.COM, AND ARE AVAILABLE FOR INSPECTION AND/OR PURCHASE DURING REGULAR OFFICE HOURS. THIS NOTICE ALSO CONSTITUTES COMPLIANCE WITH SECTION 3-17-5 AND SECTIONS 6-14-4 THROUGH 6-14-7, NMSA 1978.

WITNESS my hand and the seal of the City on February ___, 2021.

CITY OF SANTA FE

(SEAL) _____

KRISTINE MIHELCIC, CITY CLERK

(End of Form of Ordinance for Publication)

PASSED, APPROVED, and ADOPTED this ___day of _____, 2021.

GOVERNING BODY OF THE CITY OF SANTA FE

(SEAL) _____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Modrall, Sperling, Roehl, Harris & Sisk, P.A. as Bond Counsel

By: _____
Peter Franklin (Jan 29, 2021 15:50 MST)

Peter Franklin

After discussion, Councilor _____ moved for approval, with Councilor _____ seconding the motion. Bill No. 2021-2 passed upon the following roll call vote:

Those voting AYE:

Councilor: _____

Councilor: _____

Councilor: _____

Councilor: _____

Councilor: _____

Councilor: _____

Councilor: _____

Councilor: _____

Those voting NAY: _____

Those not present: _____

The presiding officer thereupon declared that at least three-fourths of all the members of the Governing Body having voted in favor of adoption of Bill No. 2021-2 the motion was carried and Ordinance No. 2021-___ was duly passed and adopted.

After consideration by the Governing Body of other business the meeting was duly adjourned.

GOVERNING BODY OF THE CITY OF SANTA FE, NEW MEXICO

(SEAL)

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

Legislation/2021/Bills/2021-2 Dalkia Energy Solutions GPC

GLOBAL MANAGEMENT PERFORMANCE CONTRACT

Between

CITY OF SANTA FE

and

DALKIA ENERGY SOLUTIONS, LLC

GLOBAL MANAGEMENT PERFORMANCE CONTRACT

THIS GLOBAL MANAGEMENT PERFORMANCE CONTRACT (together with the schedules and appendices attached hereto, this "Agreement") is made this _____ day of _____, 2021, ("Effective Date") by and between Dalkia Energy Solutions US, Inc. and its successors and permitted assigns ("CONTRACTOR") and the City of Santa Fe, a political subdivision of the State of New Mexico ("CLIENT"). (CONTRACTOR and CLIENT being sometimes referred to herein as a "Party" or collectively as the "Parties").

WITNESSETH

WHEREAS, CONTRACTOR is party to a Global Management Performance Contract with the City of Albuquerque, dated October 9, 2015 (the “Albuquerque GMPC”);

WHEREAS, pursuant to a letter, dated January 22, 2021, CONTRACTOR confirmed its willingness to extend the pricing, terms and conditions of the Albuquerque GMPC to the City of Santa Fe;

WHEREAS, the City of Santa Fe is using the “Procurement under Existing Contracts” methodology under Section XIV(B) of the City of Santa Fe Procurement Manual 2020 for purposes of entering into this Agreement;

WHEREAS, CLIENT desires to engage CONTRACTOR to among other things: install, operate and maintain certain high-efficiency Infrastructure (as defined herein) for the purpose of reducing energy consumption, increase Energy Savings (as defined herein), improve public and traffic safety, enhance economic development, and achieve long-term operating cost reductions and other budget savings for the System (as defined herein); all of which shall be subject to the terms and conditions of this Agreement;

WHEREAS, CONTRACTOR provides technical, engineering, and physical infrastructure works and management performance services (to perform energy efficient, sustainable lighting system solutions on a global basis) and designs, installs and operates Artistic Lighting (as defined herein) and Smart City Instruments (as defined herein);

WHEREAS, CLIENT and CONTRACTOR seek to enter into this Agreement and set out the terms and conditions by which CONTRACTOR develop, install and construct, operate and maintain the Infrastructure and the System, develop and install Artistic Lighting and Smart City Instruments projects and provide the Works (as defined herein) and Services (as defined herein) for CLIENT; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, CLIENT and CONTRACTOR hereby covenant and agree as follows:

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ARTICLE 1: DEFINITIONS; COMMENCEMENT AND TERM

1.1 Definitions

Capitalized terms used in this Agreement and the Schedules and not otherwise defined shall have the meanings given to such terms in Schedule 1 (Definitions).

1.2 Commencement and Duration

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL EXECUTED BY BOTH PARTIES. This Agreement shall terminate fifteen (15) years after acceptance of the completed LED conversion unless terminated pursuant to Article 9 (Termination), or Article 6.2 (Appropriations), or as otherwise agreed to by the Parties.

1.3 Term Extensions

This Agreement may be extended for the period and under the circumstances that follow:

a. Upon mutual agreement in writing by the Parties to extend the Term of this Agreement for one five (5) year period.

b. If a Supervening Event occurs, the CONTRACTOR shall, in addition to any other rights which it may have under this Agreement, be entitled to an extension of time for the performance of its obligations hereunder, which extension shall be determined as set forth below.

    1. The CONTRACTOR shall give notice in writing to CLIENT within a reasonable time of the occurrence of a Supervening Event, but in any event not later than ten (10) Business Days after the CONTRACTOR becomes aware of the occurrence of the Supervening Event, which shall include the following: (i) a statement of the nature of the Supervening Event; (ii) details of the circumstances from which the Supervening Event arises; (iii) details of the consequences, whether direct or indirect, financial or non-financial, which such Supervening Event may have, including any estimate of the required extension of time for the performance by the CONTRACTOR of its obligations hereunder (the "Extension Estimate"); and (iv) details of any measures which the CONTRACTOR proposes to adopt to mitigate the consequences of such Supervening Event.

    2. CLIENT shall indicate whether it agrees or not with the Extension Estimate as soon as reasonably practicable and, in any event, within twenty (20) Business Days of receipt of any notice issued by the CONTRACTOR. If CLIENT does not agree with the Extension Estimate, the Parties may refer the matter for determination in accordance with the applicable dispute resolution procedure as set forth herein. If CLIENT so agrees, or any extension is settled pursuant to the dispute resolution procedure the term of the Agreement shall be extended by a period equal to such agreed/settled extension.

ARTICLE 2: GENERAL OBLIGATIONS

2.1 Engagement. CLIENT hereby engages and CONTRACTOR hereby accepts the engagement to perform and/or to provide the Works and the Services, each in accordance with the terms and conditions of this Agreement.

2.2 Independent Contractor. CONTRACTOR shall provide the Infrastructure, Smart City Instruments and Artistic Lighting at its sole cost and expense, perform the Works and provide the Services, as an independent CONTRACTOR with exclusive control of the manner and means of performing the Works and Services in accordance with the requirements of this Agreement. CONTRACTOR has no authority to act or make any agreements or representations on behalf of CLIENT. This Agreement is not intended, and shall not be construed to create, between CLIENT and CONTRACTOR, the relationship of principal and agent, joint-venturers, copartners or any other such relationship, the existence of which is hereby expressly denied. No employee or agent of CONTRACTOR shall be, or shall be deemed to be, an employee or agent of CLIENT. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax.

2.3 Conditions Precedent. This Agreement and all obligations of the CONTRACTOR hereunder or in respect hereof are subject to and conditioned upon all necessary approvals of this Agreement and all terms and conditions hereof by CLIENT and/or applicable executive board, commission, council or other governing body or Governmental Authority with jurisdictional authority over CLIENT.

2.4 CLIENT General Obligations. The CLIENT, without cost to CONTRACTOR, shall:

a. Designate a contact person with authority to make decisions for CLIENT regarding the Works and Services and provide CONTRACTOR with information sufficient to contact such person in an emergency;

b. Coordinate the aspects of the Works and Services under CLIENT's sole control so as not to disrupt the performance of the Works and Services proceeding in an efficient manner;

c. Provide CONTRACTOR reasonable and scheduled access to the System and the Smart City Instruments and Artistic Lighting project sites where Works or Services are to be performed so that Works or Services may proceed in an efficient manner;

d. Permit CONTRACTOR to control and/or operate all Infrastructure, Artistic Lighting, Smart City Instruments, System, apparatus, and related machinery necessary to perform the Works or Services, including granting the CONTRACTOR all necessary rights and licenses therein;

e. Furnish CONTRACTOR with all blueprints, surveys, legal descriptions and documentation, and all other available information pertinent to the Works as the same may be reasonably requested by CONTRACTOR that is in the control of the CLIENT. Such plans, blueprints, surveys and all other pertinent information, along with an executed copy of this Agreement with its schedules, shall be kept and maintained in CLIENT'S and CONTRACTOR's files from the Commencement Date until at least five (5) years after the termination of this Agreement;

f. Furnish or assist CONTRACTOR with all approvals, permits and consents from Governmental Authorities and others as may be required for performance of the Works and Services;

g. Make available to CONTRACTOR any safety requirements and other policies, plans or programs that are in the CLIENT's possession and relate to the System, Smart City Instruments and Artistic Lighting and that could reasonably be determined to affect the Works or Services, as applicable;

h. Coordinate with the local utility all needed servicing for utility owned facilities needed for System operation. Any costs therein shall be borne by CLIENT.

2.5 Confidential and Proprietary Information. Subject to Applicable Law, CLIENT acknowledges that the technical and pricing information contained in Schedule 2 and Schedule 3 and conspicuously marked therein is confidential and proprietary to CONTRACTOR and agrees not to disclose it or otherwise make it available to others unless required by Applicable Law. In the event that such disclosure is required by Applicable Law, CLIENT shall make best effort to provide timely written notice of the demand for such disclosure to CONTRACTOR and work with CONTRACTOR to limit disclosure of confidential and proprietary information.

2.6 Receipt of Title. CLIENT acknowledges that it shall receive and take title to the Infrastructure, Smart City Instruments and Artistic Lighting on the Acceptance Date for each Segment of the Works and it shall receive title to repaired or replaced System assets upon installation.

2.7 Addressing Safety Issues During Works and Services. CONTRACTOR may voluntarily address suspected health or safety issues observed, but not caused by CONTRACTOR while at a facility during the course of CONTRACTOR's performance of the Works or the Services on the System, Smart City Instruments and Artistic Lighting. In the event CONTRACTOR does address such issues by making observations, reports, and suggestions or otherwise, CLIENT shall not hold, or attempt to hold, CONTRACTOR liable or responsible on account thereof.

ARTICLE 3: WORKS PHASE

3.1 Performance of the Works

a. Commencing no later than the Commencement Date, CONTRACTOR shall perform the Works pursuant to and in accordance with Schedule 2 (Scope of Works). The activities of CONTRACTOR related to its performance of the Works shall be limited solely to those duties and obligations set forth in Schedule 2 (Scope of Works).

b. The Works will be performed in Segments and each Segment of the Works will be accepted independently upon completion of the Segment in accordance with the procedures set forth in Section 3.7 below. The Segments of the Works may be performed simultaneously.

c. At the written request of either Party and under the terms of a separate Change Order and if both CONTRACTOR and CLIENT agree to the terms of the Change Order, CONTRACTOR will perform additional Works which are not detailed in this Agreement.

3.2 CONTRACTOR's Works Phase Obligations

In furtherance of Section 3.1 above, CONTRACTOR undertakes and covenants to CLIENT that it shall:

a. be responsible for performing the Works, which shall include constructing and installing the Infrastructure, Smart City Instruments and Artistic Lighting in a manner consistent with the work schedule set forth in Schedule 2 (Scope of Works), the Implementation Plan, Applicable Law, and Prudent Industry Practice; provided, however, that CONTRACTOR is not required to conduct safety, acceptance or other tests, install new devices or Infrastructure, Smart City Instruments and Artistic Lighting or make modifications to any part of the System unless included as a part of the Works identified in the Schedule 2 (Scope of Works);

b. perform all Works Phase activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Agreement;

c. subject to the provisions of this Agreement, comply with and assist CLIENT to ensure compliance with all Applicable Law;

d. exercise commercially reasonable efforts not to interrupt the operation of the System during its performance of the Works. In cases where an interruption is necessary to complete any installation of Infrastructure, the CLIENT and CONTRACTOR shall make reasonable efforts to agree on the timeframe and dates of the service interruption in order to limit citizen inconvenience; and

e. use its best efforts to not impede, impair or interrupt CLIENT's electrical service to the System during the performance of the Works; provided however, the Works Phase will cause periodic electrical service interruptions and CONTRACTOR will make a reasonable effort to notify CLIENT of any interruptions and to minimize the interruptions.

f. require all of its subcontractors to comply with Applicable Law and carryout the subcontracted Works in accordance with Prudent Industry Practices.

3.3 CLIENT's Works Phase Obligations

In addition to all duties and obligations identified in Article 2, CLIENT undertakes and covenants to CONTRACTOR that it shall:

a. comply with all Applicable Law;

b. provide such reasonable assistance to and not unreasonably impede CONTRACTOR in the performance of the Works under this Agreement;

c. perform all CLIENT responsibilities related to the Works, as the same is set forth in Schedule 2 (Scope of Works) and Schedule 5 (Acceptance Procedures); and

d. review and check, or have an agent or contractor review and check, the Works for each Segment performed by CONTRACTOR from time to time as set forth in the Commissioning Plan and Quality Assurance Plan and provide any related comments in writing to CONTRACTOR.

3.4 Program for the Sequence and Timing of Works; Field Inspections

a. CONTRACTOR shall record and maintain a Works schedule program or protocol as set forth in Schedule 2 (Scope of Works) and the Implementation Plan, and such Works schedule shall detail the Segments, sequence and timing of the activities necessary for the delivery and completion of the Works. CONTRACTOR shall record, update and maintain such Works schedule documentation and make such information available to CLIENT upon request. CONTRACTOR shall make commercially reasonable efforts to proceed with the Works in accordance with the Works schedule timeframes and shall give CLIENT reasonable notice of probable events or circumstances which may materially adversely affect or materially delay the execution of the Works in accordance with the Works schedule.

b. For the entire duration of the Works, the representatives of the CLIENT will be able to access the System, Smart City Instruments and Artistic Lighting project sites provided that they have informed the CONTRACTOR within a reasonable timeframe. CLIENT may perform such field tests as it deems necessary to verify that the Works meets the performance standards required herein. CONTRACTOR shall be permitted to witness such tests. All inspections and tests by CLIENT shall be performed in such manner as not to unnecessarily delay the Works. CLIENT shall not exercise any prerogatives of project management or of project supervision when on the work sites.

3.5 Time for Completion of the Works

The expected date of completion of all of the Works shall be 6 months from the Commencement Date (hereinafter the "Expected Completion Date").

3.6 Extension of Time

Notwithstanding Section 3.5, CONTRACTOR shall be entitled to a reasonable extension of time for the completion of the Works beyond the Expected Completion Date, equal to but not greater than the period of delay, if and to the extent that completion is or will be delayed by any of the following:

a. a Change Order; or

b. any CLIENT failure to perform a Material Obligation under this Agreement; or

c. any Supervening Event; or

d. any delay, restriction or prevention of CONTRACTOR from performing the Works caused by or attributable to the CLIENT, its employees or agents, or the CLIENT's other contractors; or

e. any delay, restriction or prevention of CONTRACTOR from performing the Works caused by or attributable to any relevant Governmental Authority, other than the CLIENT, from which a consent is necessary for execution of the Works provided CONTRACTOR has diligently, steadfastly and without delay pursued such consent in good faith.

If CONTRACTOR incurs or is likely to incur loss and/or expense as a result of an extension of time pursuant to subsection (a), (b) and (d) above, then Contractor and Client shall discuss how to mitigate the actual losses and expenses and shall work in good faith to share the responsibility for costs associated with unanticipated extensions of time. CONTRACTOR's actual loss or expenses may include overhead, additional System operation and maintenance costs or expenses and other losses or costs incurred, which such agreed to amounts shall be set forth in the immediately succeeding monthly invoice issued to CLIENT in accordance with the terms and conditions contained in Schedule 4 (Payment Mechanism).

If CONTRACTOR incurs losses and expenses as a result of an extension of time pursuant subsection (c) and (e) above, then subject to CONTRACTOR taking all reasonable steps to mitigate the losses and expenses, the CLIENT and CONTRACTOR shall enter into negotiations to equitably allocate the losses and expenses between the Parties, unless agreed to otherwise in writing. If CLIENT and CONTRACTOR do not agree on an equitable allocation, the Parties may refer the matter for determination in accordance with the applicable dispute resolution procedure as set forth herein.

3.7 Acceptance

The Acceptance Date for each Segment of the Works shall occur when:

a. a Segment of the Works is complete, in accordance with Schedule 5 (Acceptance Procedures), the start-up and commissioning thereof is complete, and the Infrastructure, Smart City Instruments and Artistic Lighting (if applicable) included in the Segment of the Works, as detailed in Schedule 2 (Scope of Works), may be utilized for their intended use;

b. CONTRACTOR shall have delivered to CLIENT, lien waivers, sworn statements, guarantees, full releases, discharges or other evidence reasonably satisfactory to CLIENT that there are no liens, claims, or notices in respect thereof pending, filed, or threatened against CLIENT, CONTRACTOR, or the Infrastructure, Smart City Instruments and Artistic Lighting whatsoever in respect to that Segment of the Works. CONTRACTOR may, if any subcontractor refuses to furnish a release, discharge or receipt in full, furnish a bond satisfactory to CLIENT to indemnify the CLIENT against any such lien;

c. CONTRACTOR shall have delivered all certificates of inspection or approval in respect of the Segment of the Works to the extent required under Applicable Law from any Governmental Authority; and

d. CLIENT has issued a Certificate of Acceptance for the Segment of the Works in accordance with Schedule 5 (Acceptance Procedures).

3.8 Title to Infrastructure, Smart City Instruments and Artistic Lighting

a. Upon Acceptance for each Segment of the Works, (1) legal title to and ownership of the upgraded Infrastructure, Smart City Instruments and Artistic Lighting therein shall transfer to CLIENT free and clear of any and all liens, claims, or other encumbrances and (2) the CLIENT shall have all duties and responsibilities for the payment of Services Payments.

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

c. Notwithstanding Section 3.8(a) above, if any Software Products are installed or otherwise used to operate the System, Smart City Instruments or Artistic Lighting or provided to CLIENT under this Agreement, any such Software Products shall remain CONTRACTOR property, including the Intellectual Property conceived or developed by CONTRACTOR in the Software Products. All CONTRACTOR Pre-existing Intellectual Property that may be included in the Infrastructure, Smart City Instruments, Artistic Lighting, Works or the Services provided to CLIENT under this Agreement shall also remain CONTRACTOR's property. Any Software Products provided to CLIENT are for Permitted Users' use and only for the purposes disclosed to CONTRACTOR. CONTRACTOR hereby grants CLIENT a royalty-free (once payments due under this Agreement are paid to CONTRACTOR), non-transferable, nonexclusive license for the Term to use any CONTRACTOR's Intellectual Property solely as incorporated into the Infrastructure, Smart City Instruments and Artistic Lighting and CONTRACTOR's Intellectual Property as incorporated into any Software Products provided to CLIENT under this Agreement. Under such license, to the extent allowable by Applicable Law, Permitted Users shall have a right to:

    1. Use, in object code form only, the Software Products included in the Works and/or Services, if any;

    2. Make and retain archival and emergency copies of such Software Products except if the Software Product is embedded in the System, Smart City Instruments or Artistic Lighting; and,

    3. Use all such Software Products; provided however, the Software Products shall not be used or relied upon by any parties other than Permitted Users, and such use shall be limited to the particular project and location for which the Software Products are provided or used relative to the System, Smart City Instruments or Artistic Lighting.

       All Software Products provided to CLIENT are for Permitted Users' use only for the purposes disclosed to CONTRACTOR, and CLIENT shall not transfer them to others or use them or permit them to be used for any extension of the Works or Services or any other project or purpose, without CONTRACTOR's express written consent, to the extent allowable by Applicable Law.

d. In the event Contractor (a) ceases to do business or ceases to support the Project, or (b) fails to make adequate provision for continued support of the Software that Contractor develops or provides to CLIENT, or (c) if Contractor Defaults hereunder, or (d) if this Agreement is terminated, Contractor will, within a one hundred and eighty (180) day period, make all of the following items available to CLIENT: (i) the latest available Source Code and documentation related to the Software that Contractor develops or provides according to the SOW; (ii) the Source Code and compiler/utilities necessary to maintain CLIENT'S system; and, (iii) Contractor's related documentation for Software developed by third parties to the extent Contractor is authorized to disclose such Software to CLIENT. In any of the above circumstances (a), (b), (c) or (d), Contractor will, by virtue of this Section, grant CLIENT an automatic, uncontested and unlimited right to use, modify and copy the Software, the Source Code and all of their related documentation.

3.9 Workmanship Warranty

Except as otherwise expressly provided herein, CONTRACTOR warrants that all work performed during the Works Phase is in compliance with the terms of the Agreement and will be free from workmanship defects for a period of one (1) year from the Acceptance Date of the Final Segment of the Works. Should any defects develop during the warranty period, CONTRACTOR shall remedy the defects at no expense to the CLIENT, provided that CLIENT gives CONTRACTOR written notice of any such defect promptly after discovery.

3.10 Manufacturer Warranty

CONTRACTOR hereby transfers to CLIENT all transferable warranties and remedies provided to the CONTRACTOR by any manufacturer(s) or suppliers of the Infrastructure, Smart City Instruments and Artistic Lighting. CLIENT hereby grants the CONTRACTOR the authority and the right to, on behalf of the CLIENT, exercise all the CLIENT's rights and remedies under all transferable warranties during the Term.

ARTICLE 4: SERVICES PHASE

4.1 Performance of Services after Acceptance

No later than the Acceptance Date of the Final Segment of the Works, or such other date agreed to in writing between the Parties, CONTRACTOR shall commence performance of the Services Phase, consisting of those activities set forth in Schedule 3 (Scope of Services), including, but not limited to, the operation, maintenance, and management of the System and provide such Smart City Instrument and Artistic Lighting services set forth therein.

4.2 Performance of Commitments of the CONTRACTOR

CONTRACTOR commits to achieving the Energy Savings and operation and maintenance Services objectives described in Schedule 3 (Scope of Services), and commits to performing the Services in accordance with the Key Performance Indicators ("KPI") outlined in Appendix 3A (Services Performance Objectives and Penalties) to Schedule 3 (Scope of Services) (hereinafter the "Services Performance Objectives").

4.3 CONTRACTOR's Services Phase Obligations

In furtherance of Sections 4.1 and 4.2 above, CONTRACTOR undertakes and covenants to CLIENT that it shall:

a. be responsible for performing the Services in a manner to achieve the Services Performance Objectives consistent with Schedule 3 (Scope of Services), Applicable Law, and Prudent Industry Practice.

b. not impede, impair or interrupt CLIENT's utilization of the System or achievement of any Energy Savings, except with the express written consent of CLIENT when necessary for additional construction or maintenance, which consent will not be unreasonably withheld.

4.4 CLIENT's Services Phase Obligations

In addition to all duties and obligations identified in Article 2, CLIENT undertakes and covenants to CONTRACTOR that during the performance of the Services it shall:

a. be obligated to compensate CONTRACTOR for the performance of the Services pursuant to and in accordance with the terms and conditions established in Schedule 4 (Payment Mechanism) and any other amounts due hereunder by the required due date(s) established therein;

b. to the provisions of this Agreement, comply with Applicable Law;

c. provide such reasonable assistance to and not unreasonably impede CONTRACTOR in the performance of the Services under this Agreement; and

d. perform all CLIENT responsibilities related to the Services.

ARTICLE 5: ENERGY SAVINGS PERFORMANCE ASSURANCE

5.1 System Baseline and Performance Baseline

a. CONTRACTOR and CLIENT agree that the System Baseline data results set forth in Appendix 3A (Services Performance Objectives and Penalties) to Schedule 3 (Scope of Services), is a reasonably accurate reflection of the System's equipment, operation, business use and energy usage as of the Effective Date, and that such System Baseline data will be the basis on which all future energy use will be compared in order to determine the Annual Realized Savings. The System Baseline data will be confirmed upon completion of the inventory at the conclusion of the conversion.

b. CONTRACTOR and CLIENT agree that the Performance Baseline set forth in Appendix 3A (Services Performance Objectives and Penalties) to Schedule 3 (Scope of Services) will represent the new operating and/or equipment profile of the System resulting from the installation of the Infrastructure and implementation of the Services.

c. Notwithstanding any provision of this Agreement, no later than thirty (30) days prior to the Acceptance Date of the Final Segment of the Works, CONTRACTOR shall conduct an audit and inventory of the operational performance of the System. If additional Energy Savings are recognized after the audit and inventory, CONTRACTOR shall integrate and use all resulting data to calculate and revise the Performance Baseline accordingly.

5.2 Performance Guarantee and Measurement

a. Commencing on the Acceptance Date of the Final Segment of the Works, the Annual Realized Savings calculated at the end of each Annual Period will be no less than the Guaranteed Annual Savings for the corresponding Annual Period (hereinafter the "Performance Guarantee"). The measurement and verification calculation methodology for determining the Energy Savings shall be established in the M&V Plan, in accordance with Section 2.9 of Schedule 2 (Scope of Works).

b. Except as otherwise provided, Guaranteed Annual Savings will be calculated as the System Baseline for each Annual Period as units of energy (kWh) minus the Performance Baseline for each month of each annual phase, assuming that the Performance Baseline has been maintained, as set forth in Appendix 3A (Services Performance Objectives and Penalties) to Schedule 3 (Scope of Services).

c. A Performance Guarantee Period savings reconciliation as identified in Section 1.2 of Appendix 3A of Schedule 3 will be performed by CONTRACTOR at the end of each Annual Period.

d. Prior to the beginning of the Performance Guarantee Period, CONTRACTOR will have inspected all portions of the System and reported any deficiencies to CLIENT which are outside of the scope of the Works and which will impact Energy Savings of the System. To the extent that the deficiencies are not remedied by CLIENT prior to the Acceptance Date of the Final Segment of the Works, the adverse effect(s) on the ability of the System to attain the necessary Guaranteed Annual Savings shall be factored into the Annual Performance Report and, if necessary, the Performance Guarantee shall be adjusted accordingly.

5.3 Material Change

a. As part of CONTRACTOR's performance of the Services, CLIENT and CONTRACTOR shall review the Performance Baseline and the Energy Savings data derived from the inventory and monitor the System in order to determine if a Material Change has occurred. If a Material Change has occurred, the Parties will determine what, if any, adjustments to the Performance Baseline and Services Performance Objectives are required by such Material Change. Any disputes between CLIENT and CONTRACTOR concerning any such adjustment shall be resolved in accordance with the applicable dispute resolution procedure as set forth herein.

b. If any portion of the System or Infrastructure, or related facilities or substructure that supports or may affect the System or Infrastructure, is materially altered or moved by any person (including the CLIENT) other than CONTRACTOR or a person authorized by CONTRACTOR, CONTRACTOR reserves the right to perform a reacceptance test on, or if necessary, a re-commissioning of the System or Infrastructure in order to determine if a Material Change has occurred. If the Parties agree that a Material Change has occurred after the reacceptance testing or re-commissioning, CLIENT agrees to pay reasonable costs on a time and materials basis for such testing.

5.4 Additional Provisions

Except as otherwise provided, CONTRACTOR payments to CLIENT for Savings Shortfalls in accordance with Sections 1.1 and 1.2 of Appendix 3A of Schedule 3, if any, are the sole remedy of CLIENT under this Performance Guarantee contemplated in this Agreement. The Contractor will provide a bond, letter of credit or other financial guarantee acceptable to the Client as a security for performance of this Guarantee.

a. This provision shall not in any way effect the CLIENT'S warranty rights set forth herein.

b. As a mutual goal of the Parties is to maximize Energy Savings, if CONTRACTOR determines it can correct a Savings Shortfall through an operational improvement at no expense or material inconvenience to the CLIENT and without future operational expenses and without compromising lighting performance, then the Parties shall in good faith work to effectuate the operational improvement. Any disputes between CLIENT and CONTRACTOR concerning the implementation of such operational improvements shall be resolved in accordance with the applicable dispute resolution procedure as set forth herein.

c. The Guaranteed Annual Savings are dependent upon and are subject to the express condition that the CLIENT does not intentionally and knowingly prevent, impede or obstruct the CONTRACTOR from operating and maintaining the System within a five percent (5%) variance from the Performance Baseline.

d. CONTRACTOR will have no liability or obligation to continue providing the Services or to guarantee Energy Savings under the Performance Guarantee in the event that CLIENT unreasonably impairs CONTRACTOR's access to any part of the System where Services are to be performed.

ARTICLE 6: COMPENSATION; GENERAL OBLIGATION

6.1 Compensation

CLIENT shall pay CONTRACTOR for performance of the Works and Services as provided in Schedule 4 (Payment Mechanism), as the same may be modified from time to time in accordance with this Agreement.

6.2 Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6.3 General Obligation

Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the goods or services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action.

Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. Payment shall be made by ACH. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

6.4 Special Limited Obligation; Revenue Fund; Energy Savings Pledged Revenues - deleted

ARTICLE 7: INSURANCE; LIMITATION OF LIABILITY; BONDING

7.1 CONTRACTOR Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall, at its sole cost and expense, maintain in force during the entire term of this Agreement or for such additional time as set forth herein, the following insurance coverage(s), naming the City as additional insured.

a. Workers' Compensation Insurance with statutory limits, and Employer's Liability insurance with limits of not less than $1,000,000 per accident or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City, its directors, officials, officers, employees, agents, and volunteers.

b. Commercial General Liability Insurance which shall be written on an occurrence basis and be at least as broad as the latest version of ISO form CG 00 01 with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage, including a $2,000,000 aggregate for products-completed operations. Such policy shall include Broad Form Contractual Liability coverage and shall be endorsed to include the City, its, directors, officials, officers, employees, agents, and volunteers as additional insureds on all primary and excess policies for ongoing and completed operations performed by, or behalf of Contractor. Such additional insured coverage shall be as broad as that provided by ISO form CG 20 10 (ongoing operations) and CG 20 37 (completed operations).

c. Business Automobile Liability insurance which shall be as broad as ISO form CA 00 01 covering bodily injury and property damage with a combined single limit of not less than $1,000,000 per accident for all owned, non-owned, and hired automobiles used in connection with the services or operations to be performed under this Agreement. The policy shall be endorsed to include the City, its, directors, officials, officers, employees, agents, and volunteers as additional insureds.

d. Professional Liability insurance (Errors & Omissions) with limits of not less than $1,000,000 per claim and $2,000,000 in the aggregate.

e. Subcontractors/Subconsultants. Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by the City from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by City representative(s) at any reasonable time.

f. Additional Insurance Requirements.

1. Acceptability of Insurers. Unless otherwise reviewed and accepted by the City, all required insurance must be placed with insurers with a current A.M. Best rating of not less than A- VII and be admitted to do business in California, or approved by the Surplus Lines Association.

2. Verification of Coverage. Contractor shall furnish the City with Certificates of Insurance and applicable endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates of insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received by the City before work commences. Acceptance of Contractor's Certificates of Insurance does not relieve Contractor of the insurance requirements, nor decrease the liability of Contractor under this Agreement. It is Contractor's responsibility to ensure its compliance with these insurance requirements. Any actual or alleged failure on the part of the City to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the City, in this or any regard.

3. Primary and Noncontributory. The insurance required to be maintained by Contractor shall primary and any insurance or self-insurance maintained by the City shall be excess only, and not be required to contribute with it.

4. Umbrella or Excess Insurance. Any Umbrella or Excess insurance shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a Named Insured.

5. Waiver of Subrogation. Contractor shall obtain waiver of subrogation endorsements stating that Contractor and its insurers waive any and all rights of recovery against the City, its directors, officials, officers, employees, agents, and volunteers. Contractor shall pay all damages and costs arising out of Contractor's failure to provide a waiver of subrogation from its insurers.

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

7. Severability of Interest (Cross Liability). A severability of interest provision must apply for the additional insureds, ensuring that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policy's(ies') limits.

8. Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any policy required to be maintained under this Agreement, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is canceled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Contract does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement. No policy required to be maintained by Contractor shall be canceled and not replaced with equivalent coverage without thirty (30) days prior written notice to the City, unless cancellation is due to the non-payment of premium, in which case, ten (10) days prior written notice shall be provided.

7.2 Limitation of Liability

Each Party assumes full responsibility and liability of its own actions, including all claims, demands, liabilities, suits, damages, costs and expenses arising out of or caused by its own acts or the acts of its respective directors, officers, members, shareholders, agents and employees to the extent such claims, demands, liability, suits, damages, costs and expenses arise out of this Agreement and are (a) attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property, (b) the result of a Party's gross negligence or willful misconduct, (c) the result of a Party's violation of Applicable Law. Nothing herein is intended to serve as a waiver of sovereign immunity, nor shall anything herein be construed as consent by either Party to be sued by any third party for any cause or matter related to this Agreement. The Parties assume no liability for the actions or omission of the other's agents, representatives, employees, contractors or subcontractors.

7.3 Bonding

Prior to the Commencement Date and through the Acceptance Date of the Final Segment of the Works, CONTRACTOR shall secure a surety bond(s) in the amount of compensation defined in the Payment Terms each as a security for the faithful performance of the Works Phase of the Project and for the payment of all labor and materials therein. These bonds must be furnished to CLIENT within thirty (30) days of the Commencement Date. The aforementioned surety bonds for the Works shall expire and automatically be released, without request from CONTRACTOR, one (1) year from the date of CLIENT's execution of a Certificate of Acceptance of the Final Segment of the Works.

Bonds to be provided:

1. A performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

2. A payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

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.

Notwithstanding anything to the contrary herein, the surety bonds described in this Section 7.3 shall have no obligations therein and the surety of those surety bonds shall have no obligations hereunder with regard to CONTRACTOR's obligations under Article 5 above.

ARTICLE 8: HAZARDOUS MATERIALS AND PROVISIONS

8.1 The Works and Services may require installation or removal of System assets, Infrastructure, Smart City Instruments and Artistic Lighting that may contain de minimus amounts of hazardous materials and the identification, handling, storage, removal, and transportation of hazardous materials expressly identified in the Implementation Plan ("Hazardous Materials Within Scope"). CONTRACTOR shall properly install, handle, remove and transport such Hazardous Materials Within Scope. Where pursuant to the Works or Services, CONTRACTOR is to remove Hazardous Materials Within Scope, CONTRACTOR shall properly handle, remove and transport such Hazardous Materials Within Scope to a collection point located at an authorized disposal facility.

8.2 Except for Hazardous Materials Within Scope, the Works or Services does not include directly or indirectly performing or arranging for the detection, testing, handling, storage, removal, treatment, transportation, disposal, monitoring, abatement or remediation of any contamination of any part of the System, Smart City Instruments or Artistic Lighting project site at which Works or Services is performed and any part of the System, Smart City Instruments or Artistic Lighting project site where soil or groundwater is contaminated by petroleum or petroleum products (collectively called "Oil"), asbestos, PCBs or hazardous, toxic, radioactive or infectious substances, including any substances regulated under Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) or any other Applicable Law (collectively called "Hazardous Materials"), including without limitation: ionization smoke detectors, ballasts, mercury bulb thermostats, used oil, contaminated filters, contaminated absorbents, and refrigerant. CONTRACTOR will notify CLIENT immediately if it discovers or reasonably suspects the presence of any previously undisclosed Oil or Hazardous Material. The discovery or reasonable suspicion of Hazardous Materials or hazardous conditions at any part of the System, Smart City Instruments or Artistic Lighting project site where CONTRACTOR is to perform Works or Services, or of contamination of any part of the System, Smart City Instruments or Artistic Lighting project site by Oil or Hazardous Materials not previously identified shall entitle CONTRACTOR to suspend the Works or Services in the contaminated area immediately, subject to mutual agreement of terms and conditions applicable to any further Works or Services, or to terminate the Works or Services in the contaminated area and to be paid for Works or Services previously performed.

ARTICLE 9: TERMINATION

9.1 Termination Events

a. NON-DEFAULT TERMINATION

1. Voluntary. Either Party may terminate this Agreement without cause by serving one hundred eighty (180) days prior written notice on the other Party.

2. Supervening Event. Either Party may terminate this Agreement at its sole discretion if a Supervening Event has occurred and is continuing for a period of ninety (90) consecutive days or one hundred eighty (180) days in aggregate in any Annual Period by serving the non-terminating Party one hundred eighty (180) days prior written notice. CLIENT shall be obligated to make all Works Payments and Service Payments up to the termination date.

3. Change in Law. In the event that that CONTRACTOR is prevented from performing its obligations under the Agreement due to a Change in Law that cannot be remedied, CONTRACTOR may terminate this Agreement by serving one hundred eighty (180) days prior written notice to the CLIENT. CLIENT shall be obligated to make all Works Payments and Service Payments up to the termination date.

b. TERMINATION BY THE CLIENT FOR CONTRACTOR'S DEFAULT
CLIENT may terminate this Agreement by thirty (30) days written notice to CONTRACTOR upon the occurrence of an Event of Default by CONTRACTOR. An Event of Default occurs with respect to CONTRACTOR when:

1. Failure to Perform: Beyond any grace or notice period CONTRACTOR fails to provide all or a substantial part of the Works or Services in accordance with this Agreement, other than:

    i. a failure to meet the Performance Guarantee or other Services Performance Objectives or Works Performance Objectives, the sole remedies for which are set forth in Schedule 4 (Payment Mechanism), in Schedule 2 (Scope of Works) and Schedule 3 (Scope of Services); or

    ii. where such failure is a consequence of a breach by CLIENT of its obligations under this Agreement; or

    iii. where such failure is a consequence of CLIENT's failure to comply with any of the provisions of the Schedules except in the event of an emergency (where CLIENT's notice is not required), in which case CONTRACTOR shall immediately and with due diligence proceed to completion any cure or remedy of a breach.

In respect of all other failures which are capable of remedy, CLIENT shall provide written notice to the CONTRACTOR giving reasonable particulars of the failure, whereby CONTRACTOR shall upon receipt of notice have thirty (30) days to undertake and diligently proceed to remedy such failure. For the purpose of this Section 9.1 (b) failure shall be considered capable of remedy if CONTRACTOR can comply with the provision in question in all respects other than as to the time of performance; or

2. Insolvency

Without prejudice to any other right or remedy it may have, CLIENT may terminate this Agreement immediately by notice given in writing to CONTRACTOR if upon the dissolution or liquidation of CONTRACTOR or the filing by CONTRACTOR of a voluntary petition in bankruptcy, or failure by CONTRACTOR promptly to cause to be lifted any execution, garnishment or attachment of such consequence as will impair CLIENT's ability to carry on its obligations hereunder, or the entry of any order or decree granting relief in any involuntary case commenced against CONTRACTOR under any present or future federal bankruptcy act or any similar federal or state law, or a petition for such an order or decree shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof, or if CONTRACTOR shall admit in writing its inability to pay its debts generally as they become due, or a receiver, trustee or liquidator of CONTRACTOR shall be appointed in any proceeding brought against CONTRACTOR and shall not be discharged within ninety (90) days after such appointment or if CONTRACTOR shall consent to or acquiesce in such appointment, or assignment by CONTRACTOR for the benefit of its creditors, or the entry by CONTRACTOR into an agreement of composition with its creditors, or a bankruptcy, insolvency or similar proceeding shall be otherwise initiated by or against CONTRACTOR under any applicable bankruptcy, reorganization or analogous law as now or hereafter in effect and if initiated against CONTRACTOR shall remain undismissed (subject to no further appeal) for a period of ninety (90) days; or

3. Indictment

If, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations article herein.

Except as otherwise allowed or provided under this Agreement, the sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement or as otherwise agreed by the Parties. 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 CLIENT'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

TERMINATION MANAGEMENT

Except as otherwise agreed by the parties, immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

c. TERMINATION BY CONTRACTOR FOR CLIENT'S DEFAULT

CONTRACTOR may terminate this Agreement by written notice to CLIENT in accordance with sections above and due to the occurrence of an Event of Default by CLIENT. An Event of Default with respect to CLIENT shall occur upon any one of the following:

1. CLIENT fails to pay any Works Payment when due; or

2. CLIENT fails to pay any Services Payment when due; provided however, CLIENT shall not be in default hereunder if it fails to pay any Services Payment amount as result of Service Payment setoff pursuant to Section 4.1.1 (e) of Appendix 3A of Schedule 3; or

3. Failure of CLIENT to observe and perform any covenant, condition or agreement on its part required to be observed or performed by this Agreement (other than as provided in clause (a) or (b) above), for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to CLIENT by CONTRACTOR, unless CONTRACTOR shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, CONTRACTOR will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by CLIENT within the applicable period and diligently pursued until the default is corrected; or

4. CLIENT consistently and purposefully fails to allow reasonable access to the System, Smart City Instruments or Artistic Lighting; or

5. Any representation or warranty made by CLIENT in connection with this Agreement shall prove to be untrue in any material respect on the date as of which it was made; or

6. The dissolution or liquidation of the CLIENT or the filing by CLIENT of a voluntary petition in bankruptcy, or failure by CLIENT promptly to cause to be lifted any execution, garnishment or attachment of such consequence as will impair CLIENT'S ability to carry on its obligations hereunder, or the entry of any order or decree granting relief in any involuntary case commenced against CLIENT under any present or future federal bankruptcy act or any similar federal or state law, or a petition for such an order or decree shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof, or if CLIENT shall admit in writing its inability to pay its debts generally as they become due, or a receiver, trustee or liquidator of CLIENT shall be appointed in any proceeding brought against CLIENT and shall not be discharged within ninety (90) days after such appointment or if CLIENT shall consent to or acquiesce in such appointment, or assignment by CLIENT for the benefit of its creditors, or the entry by CLIENT into an agreement of composition with its creditors, or a bankruptcy, insolvency or similar proceeding shall be otherwise initiated by or against CLIENT under any applicable bankruptcy, reorganization or analogous law as now or hereafter in effect and if initiated against CLIENT shall remain undismissed (subject to no further appeal) for a period of ninety (90) days.

9.2 Provisions Governing Any Termination

a. Continued Effect - No Waiver

   Any waiver by either Party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provisions. Any waiver by either Party of a breach of any provisions shall in no way relieve either Party of any of its responsibilities, duties or obligations under this Agreement, nor shall it constitute a waiver or relinquishment either Party's rights.

9.3 Compensation on Termination

a. if CLIENT or CONTRACTOR terminates this Agreement in accordance with Section 9.1 (a) above, or if CONTRACTOR terminates this Agreement pursuant to Section 9.1 (c) above, then the Termination Payment shall be:

   1. any outstanding Works Payments or Service Payments; plus

   2. other amounts owed to CONTRACTOR under this Agreement, including payment for Works performed prior to the Acceptance, taking due account of any payments already made; plus

b. if CLIENT terminates this Agreement in accordance with Section 9.1 (b) above then the Termination Payment shall be:

   1. any outstanding Works Payments or Service Payments, as applicable, plus other amounts owed to CONTRACTOR under this Agreement, including Works performed prior to Acceptance, taking due account of any payments already made; plus

   2. payments in respect, if any, by CONTRACTOR and all other accrued costs and expenses, including amounts spent on spare equipment.

9.4 Additional Termination Remedy Provisions

a. CONTRACTOR may take whatever action Applicable Law or in equity as may be necessary or desirable to collect the payments and other amounts then due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of CLIENT under this Agreement;

b. Upon an Event of Default by CLIENT, with or without terminating this Agreement, CONTRACTOR may by written notice require CLIENT, at CLIENT's expense, to promptly return any or all of such Infrastructure, Smart City Instruments and Artistic Lighting to the possession of CONTRACTOR at such place within the United States as CONTRACTOR shall specify, or sell or lease such Infrastructure, Smart City Instruments and Artistic Lighting or, for the account of CLIENT, sublease such Infrastructure, Smart City Instruments and Artistic Lighting, continuing to hold CLIENT liable for the difference between (i) the amounts payable by CLIENT hereunder, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of CONTRACTOR in exercising its remedies hereunder, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Infrastructure, Smart City Instruments and Artistic Lighting and all brokerage, auctioneer's and attorney's fees). CLIENT's obligation to remove and return any Infrastructure, Smart City Instruments and/or Artistic Lighting to CONTRACTOR is subject to (i) Applicable Law and (ii) CLIENT's option, at CLIENT's expense, to resolve within 180 days of notice of such termination any public safety requirements related to the return of such assets.

c. No remedy herein conferred upon or reserved to a Party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing under Applicable Law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

d. In the event any agreement or covenant contained in this Agreement should be breached by a Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

e. The Parties agree that the formulations of damages described in this Article 9, are fair and reasonable approximations of the damages each Party would incur upon a termination based on an Event of Default and are not intended to be, nor should they be interpreted to result in, a penalty.

f. The defaulting Party shall reimburse the other Party for all reasonable costs (including all applicable taxes and all legal or professional services) properly incurred by the other Party in exercising its rights and remedies hereunder, including any relevant increased administrative expenses.

ARTICLE 10: ASSIGNMENT

CONTRACTOR may, upon prior written consent by CLIENT (not to be unreasonably withheld), transfer, assign, mortgage, charge or dispose of any rights under this Agreement or otherwise delegate any of its rights and/or obligations hereunder; provided that if CONTRACTOR makes such transfer, assignment or takes such other action pursuant to this Article 10, CONTRACTOR acknowledges and agrees that it shall remain liable to CLIENT in relation to all of its obligations under this Agreement unless CLIENT approves the assignee's assumption of all of CONTRACTOR's rights, obligations and liabilities under this Agreement in writing. CLIENT agrees to execute all notices, consents or other documents as may be reasonably required to facilitate such action. CLIENT may not, without the prior written consent of CONTRACTOR, transfer, assign, mortgage, charge or dispose of any of its rights under this Agreement or otherwise delegate any of its obligations under it.

ARTICLE 11: FINANCING - deleted

ARTICLE 12: REPRESENTATIONS AND WARRANTIES

12.1 CONTRACTOR represents, warrants and covenants to the CLIENT that:

a. It has all requisite corporate power to enter into this Agreement, and that its execution hereof has been duly authorized and does not and will not constitute a breach or violation of any of CONTRACTOR's organizational documents, any Applicable Law, or any agreements with third parties;

b. It has done and will continue to do all things necessary to preserve and keep in full force and effect its existence and the Agreement;

c. This Agreement is the legal, valid and binding obligation of CONTRACTOR, in accordance with its terms, and all requirements have been met and procedures have been followed by CONTRACTOR to ensure the enforceability of the Agreement;

d. To CONTRACTOR's best knowledge, there is no pending or threatened, suit, action, litigation or proceeding against or affecting CONTRACTOR that affects the validity or enforceability of this Agreement; and,

e. It is duly authorized to do business in all locations where the Works and Services are to be performed.

f. CONTRACTOR has consulted with its legal counsel and is relying on the advice of its counsel concerning all legal issues related to this Agreement, and is not relying on CLIENT in this regard.

g. Neither of the execution or delivery of this Agreement, the consummation of the transactions herein contemplated or compliance with the terms and provisions hereof will conflict with or result in a breach of, or require any consent under, the organizational documents of CONTRACTOR, or any Applicable Law or regulation, or any order, writ, injunction or decree of any court, or any agreement or instrument to which CONTRACTOR is a party or by which it is bound or to which it is subject, or constitute a default under any such agreement or instrument.

h. The information provided by CONTRACTOR to CLIENT relating to this Agreement and the Project is true, correct and complete, to the best of the CONTRACTOR's knowledge, in every material respect and contains no untrue statement of material fact or omits no material fact necessary to make the statements contained therein not misleading.

12.2 CLIENT represents, warrants and covenants to CONTRACTOR that:

a. It is a political subdivision of the State of New Mexico and has all requisite corporate power and/or statutory authority to enter into this Agreement, and that its execution hereof has been duly authorized and does not and will not constitute a breach or violation of any Applicable Law, or any agreements with third parties;

b. Acknowledging CLIENT's rights herein to terminate this Agreement for convenience, the CLIENT has done and will continue to do all things necessary to preserve and keep in full force and effect its existence and the Agreement;

c. This Agreement is the legal, valid and binding obligation of CLIENT, in accordance with its terms, and all requirements have been met and procedures have been followed by CLIENT to ensure the enforceability of the Agreement;

d. To CLIENT's best knowledge, there is no pending or threatened, suit, action, litigation or proceeding against or affecting CLIENT that affects the validity or enforceability of this Agreement; and,

e. CLIENT has consulted with its legal counsel and is relying on the advice of its counsel concerning all legal issues related to this Agreement, and is not relying on CONTRACTOR in this regard.

f. CLIENT is not in violation of any Applicable Law promulgated or judgment entered by any federal, State, local or governmental authority that individually or in the aggregate, would affect its performance of any obligations under this Agreement.

g. CLIENT is the holder of all federal, State, local or other governmental consents, licenses, permits, or other authorizations required to permit it to operate or conduct its business now and as contemplated by this Agreement.

h. Neither of the execution or delivery of this Agreement, the consummation of the transactions herein contemplated or compliance with the terms and provisions hereof will conflict with or result in a breach of, or require any consent under, the organizational documents of CLIENT, or any Applicable Law or regulation, or any order, writ, injunction or decree of any court, or any agreement or instrument to which CLIENT is a party or by which it is bound or to which it is subject, or constitute a default under any such agreement or instrument.

i. CLIENT intends to continue to use the System in a manner similar to its present use of such System.

j. The System will be used by CLIENT only for the purpose of performing essential governmental or proprietary functions of CLIENT consistent with the permissible scope of CLIENT's authority.

k. The information provided by CLIENT to CONTRACTOR relating to this Agreement and the Project is true, correct and complete, to the best of the CLIENT's knowledge, in every material respect and contains no untrue statement of material fact or omits no material fact necessary to make the statements contained therein not misleading.

ARTICLE 13: DISPUTE RESOLUTION

13.1 In the event of any dispute, claim, question or disagreement arising from or relating to this Agreement or breach thereof, the aggrieved Party shall promptly provide written notification of the dispute, claim, question or disagreement to the other Party within thirty (30) days of the dispute, claim, question or disagreement. The Parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement, including seeking the intervention and opinion of an expert. To this effect, the Parties shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of thirty (30) days of the notice, then, upon notice by either Party to the other, all disputes, claims, questions or differences shall be submitted to mediation pursuant to the Public Works Mediation Act, NMSA 1978, secs. 13-4C-1 through 13-4C-11.

13.2 Notwithstanding any dispute that CONTRACTOR may have undertaken or be involved with, whether pursuant to this Article 13 or otherwise, and regardless of the basis thereof or grounds therefor, CONTRACTOR agrees that it will, for so long as this Agreement has not been terminated, diligently perform the Works and Services in accordance with the terms of this Agreement, provided that CLIENT pays all undisputed amounts invoiced and at the times required as set forth herein pursuant to the terms and provisions of the Agreement and otherwise performs its obligations in accordance with the terms of this Agreement.

13.3 Notwithstanding any dispute that CLIENT may have undertaken or be involved with, whether pursuant to this Article 13 or otherwise, and regardless of the basis thereof or grounds therefor, CLIENT agrees that it will, for so long as this Agreement has not been terminated, pay all undisputed amounts invoiced and at the times required pursuant to the terms and provisions of the Agreement and otherwise perform its obligations in accordance with the terms of this Agreement.

13.4 If a Party fails to pay any such amounts as described in Sections 13.2 and 13.3 above, the dispute resolution procedure under this Article 13 shall not apply and the Parties may proceed to enforce any rights and remedies under Article 9 above.

ARTICLE 14: AUDITS AND INSPECTIONS

At any time during normal business hours and as often as the CLIENT may deem necessary, there shall be made available to the CLIENT for examination all of the CONTRACTOR's records with respect to all matters covered by this Agreement. The CONTRACTOR shall permit the CLIENT to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of five (5) years from the date of payment for the work under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

ARTICLE 15: MISCELLANEOUS PROVISIONS

15.1 Subcontractors. CONTRACTOR may use subcontractors in the performance of the Works or Services, provided however that no such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

15.2 Construction and Venue. This Agreement and the construction and enforceability thereof shall be interpreted under and governed by the laws of the State of New Mexico, irrespective of its choice of law provisions, and venue shall only be in Santa Fe County, New Mexico.

15.3 Change in Law. If CONTRACTOR suffers (or will suffer) delay and/ or incurs additional costs as a result of a Change of Law, then The CONTRACTOR must deliver a notice to CLIENT identifying the Change of Law and the impact of that Change of Law. Upon receiving notice, CLIENT and CONTRACTOR will proceed in good faith to negotiate an adjustment to the contract price and/or extension of time. If mutual consent is not reached, either Party may seek relief under Article 13 above. If CONTRACTOR is prevented from performing its obligations under the Agreement, but would be able to proceed if an amendment or Change Order were made to the Agreement, then the CONTRACTOR should submit a notice to CLIENT stating such. However, in the event that that CONTRACTOR is prevented from performing its obligations under the Agreement and this cannot be remedied by an amendment or Change Order, then CONTRACTOR may give notice of termination pursuant to Section 9.1 (a) (3) above. If a Change of Law occurs, CONTRACTOR is obliged to take all reasonable steps to mitigate the adverse impact of such Change of Law upon the Agreement.

15.4 Gross Inequity. Any gross proven inequity that may result in severe economic conditions not contemplated by the Parties at the time of the execution of this Agreement may be corrected by mutual consent; provided however that any gross proven inequity shall not in any way apply to, alter or affect the CLIENT's obligation to make Works Payments hereunder when due. Each Party shall in the case of a claim of gross inequity furnish the other with whatever documentary evidence may be necessary to assist in affecting a settlement.

15.5 Prevailing Wage. As applicable, CONTRACTOR shall insure compliance with the New Mexico Public Works Minimum Wage Act and any other binding prevailing wage determinations

15.6 Non-substitution. In the event of termination of this due to the non-appropriations of funds, CLIENT agrees, to the extent permitted by Applicable Law, not to purchase, lease, rent, borrow, seek appropriations for, acquire or otherwise receive the benefits of any of the same and unique services performed by CONTRACTOR under the terms of this Agreement for a period of three-hundred sixty-five (365) days following such termination of this Agreement due to non-appropriations.

15. 7 Representatives. CLIENT Representative and CONTRACTOR Representative (collectively "Authorized Representatives") are the following designees:

CLIENT Representative

Name: Ms. Regina Wheeler
Title: Public Works Director
Address: 500 Market Station
Santa Fe, NM 87501

Phone: 505-690-4197

CONTRACTOR Representative

Name: Kevin Kaye
Title: Director of Operations
Address: 4000 Vassar Drive NE, Albuquerque, NM 87107

Phone: 860-384-3024

CLIENT and CONTRACTOR may change its Authorized Representative by giving written notice to the other. CLIENT Representative and CONTRACTOR Representative is the person authorized to make decisions on behalf of the CLIENT and CONTRACTOR, respectively, under the terms of this Agreement.

15.8 Notice. Without prejudice to any other method of giving notice, all communications provided for or permitted hereunder shall be in writing and delivered to the addressee by prepaid private courier or sent by telecopy or other direct written electronic means (provided that a written record is kept in respect of any such electronic communication), to the applicable address and to the attention of the officer of the addressee as follows:

To CLIENT:

City of Santa Fe

Attention: Regina Wheeler, Public Works Director
500 Market Station
Santa Fe, NM 87507

Phone: 505-690-4197

To CONTRACTOR:

Dalkia Energy Solutions, LLC

Attention: Kevin Kaye, Director of Operations
4000 Vassar Drive NE
Albuquerque, NM 87107

Phone: 860-384-3024

Any notice or other communication made by personal delivery, telecopy or other direct written electronic means on a Business Day shall be deemed to have been given, received and made on such Business Day so long as it is actually received prior to 5:00 p.m. (Mountain Standard time) on such Business Day, and otherwise shall be deemed to have been made on the next following Business Day (any such notice given, received or made on a day which is not a Business Day shall be deemed to have been made on the next following Business Day).

15.9 Accounting and Tax Representations. CONTRACTOR makes no representation or warranty with respect to CLIENT's treatment of any federal or state tax laws, any applicable accounting treatment or conventions or the assessment of any rating agency in connection with this Agreement, the project documents or any Infrastructure, Smart City Instruments and Artistic Lighting.

15.10 Provision of Information and Action. Parties agree to provide such information, execute and deliver any instruments and documents, and to take such other actions as may be necessary or reasonably requested by the other Party that are not inconsistent with the provisions of this Agreement and that do not involve the assumptions of obligations other than those provided for in this Agreement, in order to give full effect to this Agreement and to carry out the intent of this Agreement.

15.11 Expenses. Except to the extent otherwise provided herein, each Party hereto shall be responsible for their own fees, expenses and disbursements (including, without limitation, legal fees and disbursements) in connection with the preparation, execution, delivery and/or performance under this Agreement and all other documents and instruments associated with any of the same.

15.12 Assent. CONTRACTOR's performance of the Works and Services is expressly conditioned on the Parties assenting to all of the terms of this Agreement, notwithstanding any different or additional terms contained in any writing at any time submitted or to be submitted by a Party to the other Party relating to the Works or Services, even if signed by the Parties, unless the written statement expressly indicates that such terms supersede the terms of this Agreement.

15.13 Waiver. The failure of CONTRACTOR or CLIENT to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of either Party's right to thereafter enforce the same in accordance with this Agreement in the event of a continuing or subsequent default on the part of CONTRACTOR or CLIENT.

15.14 Severability. If any provision of the Agreement becomes or is found to be illegal or unenforceable for any reason, such provision may be modified to the extent necessary to make this Agreement legal and enforceable. If such provision cannot be so modified, it shall be severed from this Agreement and the remainder of this Agreement shall remain in full force and effect.

15.15 Entire Agreement. This Agreement, when executed, together with all Schedules, Implementation Plan and other project documents in this Agreement, shall constitute the entire agreement between the Parties with respect to the subject matter hereof and this Agreement may not be amended or modified except by a written agreement signed by the Parties hereto. This Agreement supersedes all prior and contemporaneous negotiations, statements, representations, agreements, letters of intent, awards, or proposals, either written or oral relative to the same.

15.16 Arm's Length Negotiation. The Parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and among the Parties equally sophisticated and knowledgeable as to the subject matter of this Agreement. Each party has conferred, or has had the opportunity to confer, with their respective legal counsel. Accordingly, in the event any claim is made relating to any conflict, omission, or ambiguity in this Agreement, no presumption, burden of proof, or persuasion shall be implied by virtue of the fact that this Agreement was drafted by or at the request of a particular party or its legal counsel.

15.17 Counterparts. This Agreement may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original and which counterparts taken together shall constitute one and the same Agreement. This Agreement may be executed by facsimile or electronic mail in portable document format (''pdf') and any signature contained hereon by facsimile or electronic mail in pdf shall be deemed to be equivalent to an original signature for all purposes.

15.18 Conflict of Interest; Governmental Conduct Act.

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

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

c. Contractor's representations and warranties in Paragraphs A and B of this Article 13 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

15.19 Amendment.

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

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

15.20 Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15.21 Penalties for violation of law.

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

15.22 Equal Opportunity Compliance.

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

15.23. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be in accordance with article 15.2 of this agreement. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

15.24. Workers Compensation.

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

15.25. New Mexico Tort Claims Act

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

15.26. Invalid Term or Condition.

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

15.27 Enforcement of Agreement.

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

15.28 Authority.

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR: DALKIA ENERGY SOLUTIONS, LLC

_____
LEE VARDAKAS, CEO

DATE:_____

CRS # 03-526533-00-7
Registration # 6168566

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Feb 3, 2021 13:28 MST)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED BUDGET:

_____
MARY MCCOY, FINANCE DIRECTOR

SCHEDULE 1: DEFINITIONS

The following terms shall for all purposes have the meanings stated herein, unless the context otherwise specifies or requires, or unless otherwise defined in the Agreement:

"Acceptance" means the conditions contained in Section 3.7 have been completed and CLIENT has signed, or is deemed to have signed and delivered, a Certificate of Acceptance.

"Acceptance Date" means the date on which Acceptance has occurred or been completed for each Segment of the Works.

"Annual Performance Report" means the document prepared by CONTRACTOR and submitted to the CLIENT, which identifies the results achieved (KPIs) for the applicable Annual Period.

"Annual Period" means an annual period beginning on the Commencement Date or on any anniversary date thereafter.

"Annual Realized Savings" means the actual Energy Savings achieved by the System during an Annual Period derived from the sum of the measured and verified savings plus any Stipulated Savings.

"Applicable Law" means any Laws in force in the State of New Mexico where the System is located, or that is otherwise binding on a Party or those for whom, at law, they are responsible.

"Artistic Lighting" means the artistic lighting projects and equipment and infrastructure required to be provided by the CONTRACTOR as described in accordance with Schedule 2 (Scope of Works).

"Authorized Representative" means collectively CLIENT Representative and CONTRACTOR Representative.

"Business Day" means any calendar day other than a Saturday, Sunday or federal holiday in the United States, except that in the event that an obligation to be performed under this Agreement falls due on a day other than a Business Day, the obligation shall be deemed due on the next Business Day thereafter.

"Calendar of Execution" refers to the calendar detailed in the Implementation Plan,

"Certificate of Acceptance" means a written non-recourse certificate of acceptance in the form substantially similar to the certificate of acceptance attached hereto in Schedule 5.

"Change in Law" means the coming into effect or repeal (without re-enactment or consolidation) in the state or commonwealth or the United States of any Law, or any amendment or variation of any Applicable Law, including any judgment of a relevant court of law which changes binding precedent in the state or commonwealth, in each case after the date of this Agreement which has a material adverse effect on a Party's ability to perform under this Agreement, provided that a Change in Law shall not apply to any Party's obligation to pay hereunder when due.

"Change Order" means modification of the Works pursuant to Schedule 2 (Scope of Works).

"Charter" means the Charter of the City of Santa Fe adopted by the voters of the City of Santa Fe, New Mexico, at a Special Municipal Election held on December 9, 1997; amended by the voters of the City of Santa Fe at a Regular Municipal Election held on March 4, 2008; amended by the voters of the City of Santa Fe at a Regular Municipal Election held on March 4, 2014; amended by the voters of the City of Santa Fe at a General Election held on November 6, 2018; and amended by the Governing Body on March 11, 2020.

"CLIENT" means City of Santa Fe, a political subdivision of the State of New Mexico.

"CLIENT Representative" means the person identified to CONTRACTOR by CLIENT as the person authorized to make decisions on behalf of CLIENT, as further set forth in Section 15.7 of the Main Body of the Agreement.

“CMMS” refers to a Centralized Maintenance Management Software, which is a data and tracking system for asset data, installation and repair data, maintenance data, energy consumption data and other System data.

"Commencement Date" shall mean the date that the Client issues a Purchase Order.

"Commissioning and Quality Assurance Plan" means the plan for commissioning the Infrastructure during the Works Phase.

"CONTRACTOR" means Dalkia Energy Solutions US, Inc. and its successor and assigns.

"CONTRACTOR Pre-existing Intellectual Property" means any Intellectual Property: (i) that has been conceived or developed by an employee or subcontractor of CONTRACTOR before CONTRACTOR performs any Works or Services under this Agreement; (ii) that is conceived or developed by such employee or subcontractor at any time wholly independently of CONTRACTOR performing the Works under this Agreement; or, (iii) if developed while performing the Works under this Agreement, where the development of Intellectual Property for the benefit of the CLIENT is not expressly identified as part of the Works. CONTRACTOR Pre-existing Property is included in all reports, notes, calculations, data, drawings, estimates, specifications, manuals, documents, all computer programs, codes and computerized materials prepared by or for CONTRACTOR.

"CONTRACTOR Representative" means the person identified to CLIENT by CONTRACTOR as the person authorized to make decisions on behalf of CONTRACTOR, as further set forth in Section 15. 7 in the Main Body of the Agreement.

"Constant Energy Rate" means an energy rate of $0.0561839 per kWh, as the customer owned metered lighting rate as described in Section B of Public Service Company of New Mexico Electric Service, 15th Revised Rate No. 20, Canceling 14th Revised Rate No. 20, incorporated in the Implementation Plan. The Constant Energy Rate shall be reviewed and revised every five years in accordance with any changes in the Public Service Company of New Mexico Electric Service rate.

"Contingency Deadline" shall be thirty (30) days after the Effective Date of this Agreement.
"Damage Amount" refers to the annual damage amount covered under the Service Payments for Repairs as identified in Section 2.3.2 of Schedule 3.

"Day(s)" shall mean calendar day.

"Demobilization Costs" shall mean all activities and costs for transportation of personnel, equipment and supplies from the site; disassembly, removal, and site cleanup of offices, buildings, and other facilities; all reasonable costs associated early termination incurred by CONTRACTOR with its subcontractors, vendors, providers; reasonable ongoing lease costs or lease termination costs for vehicles, warehouse space, office space and other leased items for this Agreement; accrued costs and expenses, including amounts spent on equipment and inventory. CONTRACTOR shall take all reasonable steps to mitigate demobilization costs and expenses upon termination of the agreement.

"Energy Savings" means all reductions in energy or utility consumption, a changed utility rate classification, a combination thereof, or other savings contemplated herein derived from installation of the Infrastructure and performance of the Services, in accordance with Schedule 3 (Scope of Services). Energy Savings are measured and expressed in kilowatt hours (kWh).

"Equipment" means installed physical street light equipment, which includes luminaires and smart controls, that is required to be provided by CONTRACTOR as part of Schedule 2 (Scope and Works).

"Event of Default" refers to the terms of Event of Default prescribed in Section 9.1 (b) and (c) in the Main Body of the Agreement.

"Existing System" refers to the non-upgraded portions of the System during the Works.

"Extension Estimate" refers to the definition found in Section 1.3 (b) (1) in the Main Body of the Agreement.

"Final Segment of the Works" means the last Segment of the Works which upon completion and acceptance completes the CONTRACTOR's obligations under the Works Phase of this Agreement.

"Governmental Authority" means any federal, provincial, territorial, regional, municipal or local governmental authority, quasi-governmental authority, court, government or self-regulatory organization, commission, board, tribunal, organization, or any regulatory, administrative or other agency, or any political or other subdivision, department, or branch of any of the foregoing, having legal jurisdiction in any way over the Project, any aspect of the performance of this Agreement or any of the other project documents, in each case to the extent it has or performs legislative, judicial, regulatory, administrative or other functions within its jurisdiction.

"Guaranteed Annual Savings" are the Energy Savings that CONTRACTOR guarantees will be achieved in an Annual Period of the Performance Guarantee Period, as identified in the Appendix 3A (Services Performance Objectives and Penalties) to Schedule 3 (Scope of Services).

"Hazardous Materials Within Scope" refers to those materials listed in the Implementation Plan.

"IESNA Guide for Photometric Measurement of Roadway Lighting Installations" means the ANSI/IES RP-8-14, ISBN# 978-0-87995-299-0, published by the Illuminating Engineering Society of North America, 2014.

“Implementation Plan” refers to the documented steps that will be taken by the Contractor and the Client to successfully achieve implementation pursuits, including but not limited to works phase sequence and timeline, products specifications, measurement and verification process.

"Infrastructure" means the Equipment and other physical street light infrastructure which includes street light poles, arms, wiring, foundations and other related infrastructure and equipment that is part of the System, Client-owned, and that is required to be installed by CONTRACTOR as part of Schedule 2 (Scope of Works).

"Intellectual Property Rights" or "Intellectual Property" means all trade secrets, patents and patent applications, trademarks (whether registered or unregistered and including any goodwill acquired in such trade marks), services marks, trade names, internet domain names, copyrights (including rights in computer software), moral rights, database rights, design rights, rights in know-how, rights in inventions (whether patentable or not) including, but not limited to, any and all renewals or extensions thereof, and all other proprietary rights (whether registered or unregistered, and any application for the foregoing), and all other equivalent or similar rights which may subsist anywhere in the world, including, but not limited to, any and all renewals or extensions thereof.

"IPMVP" means the International Performance Measurement and Verification Protocol, Volume 1, EVO 10000-1.2007 as prepared by the Efficiency Valuation Organization.

"KPI" means Key Performance Indicator.

"Lamp" means apparatus designed as the source of light.

"Law" means any applicable constitution, charter, act, statute, law (including common law), ordinance, code, rule, regulation, judgment, decree, writ, order, permit, approval, or the like, as any of the foregoing may change from time to time, of any federal, state or local government or any agency, department, authority, court, political subdivision or other instrumentality thereof.

"kW" and "kWh" means kilowatt and kilowatt hour, respectively.

"Main Body" refers to Articles 1-15 in the main body of the Agreement above.

"Material Change" means a measurable deviation in the Performance Baseline and/or lighting performance metrics that is not caused by CONTRACTOR such that there is an adverse impact on the Annual Realized Savings which results or will result in a Savings Shortfall. A Material Change includes, but is not limited to: (a) changes in the manner of use of the System, (b) changes in the hours of operation of System, (c) changes in the quantities and types of materials used in the System, (d) modification, renovation or construction at or around the System, (e) any significant damage to the System caused by Supervening Event, or (f) any substantially changed condition affecting the energy use in the System.

"Material Obligation" means an obligation under this Agreement that is significant, as opposed to trivial, the breach of which would deprive the other Party of benefits it would have received under this Agreement, and includes any obligation the breach, waiver or modification thereof could (a) have an adverse effect on any Works Payment or Termination Payment (including the amount and due date thereof), or (b) impair the originally intended value, function or use of the Infrastructure, Smart City Instruments or Artistic Lighting.

"Measurement and Verification Plan" or "M&V Plan" shall mean the measurement and verification plan described in Section 2.9 of Schedule 2.

"Non-Upgraded System Assets" shall mean System components that are not upgraded or replaced during the Works Phase. Any component of the Non-Upgraded System Assets that is replaced pursuant to Section 2.3.2 of Schedule 3 shall be treated as Infrastructure for the remainder Services Phase.

"Normal Wear and Tear" means damage that naturally and inevitably occurs as a result of normal wear or aging.

"Oil" means petroleum or petroleum products.

"Operating Center" shall mean the operating center as described in Section 2.6.3 of Schedule 2 and Section 2.6 of Schedule 3.

"Operations and Maintenance" or "O&M" shall mean the operation, maintenance, monitoring, management, repair and replacement of the System during the Services Phase.

"Parties" means the CLIENT and CONTRACTOR.

"Performance Assurance Reconciliation" is the process of ascertaining whether the System is performing at the level necessary to achieve the Guaranteed Annual Savings for an Annual Period.

"Penalties Cap" means the maximum cumulative amount of all Savings Shortfall payments and O&M penalty amounts the CONTRACTOR is obligated to make to the CLIENT, as more particularly described in Appendix 3A (Services Performance Objectives and Penalties) to Schedule 3 (Scope of Services).

"Performance Baseline" means the operating profile of the System after all Works have been completed and Infrastructure installed, based on parameters described in the Appendix 3A (Services Performance Objectives and Penalties) to Schedule 3 (Scope of Services), which is relied upon by CONTRACTOR for the calculation of Guaranteed Annual Savings as provided in the Appendix 3A (Services Performance Objectives and Penalties) to Schedule 3 (Scope of Services).

"Performance Guarantee" means CONTRACTOR's guarantee that the Annual Realized Savings calculated at the end of each Annual Period will be no less than the Guaranteed Annual Savings for the corresponding Annual Period.

"Performance Guarantee Period" means the timeframe from the Acceptance Date of the Final Segment of the Works until the termination of this Agreement.

"Permitted Users" means the CLIENT, its employees and authorized agents.

"Project" means Works and Services provided in the Agreement.

"Prudent Industry Practice" means those practices, methods, equipment, specifications and standards of safety and performance, as the same may be changed from time to time, as are generally used in the installation and operation and maintenance of street light systems, which in the exercise of reasonable judgment and in light of the facts known at the time the decision was made, are considered good, safe and prudent.

"Repair(s)" means repairs of outages, malfunctions, damages or deteriorations to the Non-Upgraded System Assets or repairs made to the System caused by accidents, acts of vandalism or acts of God.

"Savings Excess" means the Annual Realized Savings less the Guaranteed Annual Savings for the Annual Period resulting in an amount greater than zero.

"Savings Shortfall" means the Annual Realized Savings less the Guaranteed Annual Savings for the Annual Period resulting in an amount less than zero.

"Schedule(s)" refers to the Schedules 1 through 6 herein.

"Schedule and Breakdown of the Works" refers to the schedule detailed in the Implementation Plan.

"Scheduled Maintenance" refers to proactive maintenance provisions identified in Section 2.3.1 of Schedule 3.

"Segment(s)" means collective labor, Infrastructure, Smart City Instruments, Artistic Lighting and related services to be performed by or on behalf of CONTRACTOR for each segment of the Works, as further identified and described in Schedule 2 (Scope of Works).

"Services" means those services to be provided by CONTRACTOR as described in Article 4 and Schedule 3 (Scope of Services).

"Service(s) Payment" means payments for the operation and maintenance of System during the Works Phase pursuant to Section 2.3 of Schedule 2 and the operation, maintenance, management, repair and replacement of the System, Smart City Instruments and Artistic Lighting services during the Services Phase.

"Services Performance Objectives" shall mean the Service Phase KPIs or performance objectives, descriptions and metrics that are subject to penalties as described in Schedule 3.

"Service(s) Phase" refers to the phase in the Agreement in which Services are performed after Acceptance Date of the Final Segment of Works.

"Smart City Instruments" refers to the physical nodes, instruments and equipment used in smart city and safety applications as required to be provided by the CONTRACTOR as described in accordance with Schedule 2 (Scope of Works)

"Software Product" means any software that is owned or licensed by CONTRACTOR or its affiliates and that is either separately deliverable for use in the Infrastructure, Smart City Instruments or Artistic Lighting or for use in a computer system owned by the CLIENT or delivered as firmware embedded in the Infrastructure, Smart City Instruments or Artistic Lighting.

"State" means the State of New Mexico.

"Stipulated Savings" are a sub-category of Guaranteed Annual Savings that do not require post-FIM implementation measurement and verification because they are agreed upon by the Parties based upon representations made to CONTRACTOR by the CLIENT and through the application of generally accepted analytical formulae. As such, Stipulated Savings are agreed upon in advance by the Parties and cannot be changed. When used as a methodology for representing a FIM's energy savings, such methodology is not recognized as a measurement and verification methodology under IPMVP. Therefore, where the IPMVP measurement methodologies are required, a methodology other than Stipulated Savings must be used to calculate energy savings.

"Supervening Event" means any of the following to the extent, in each case, it has a material adverse effect on CONTRACTOR's ability to perform its obligations under this Agreement: (a) any civil disobedience or dissent, including measures taken or threatened to be taken after the date hereof by one or more persons protesting or demonstrating against the realization of all or part of the Project, including the execution of the Works and the performance of the services hereunder; (b) fire, explosion, lightning, storm, tempest (including, but not limited to, an ice storm), hurricane, tornado, flood or any other natural disaster, ionizing radiation, earthquake, riot, theft, vandalism or civil commotion or any declared State of Emergency at the Federal, State or local level; (c) failure by any utility supplier, any Governmental Authority or other similar entity to provide the requisite approvals, permits, and consents or requisite access or make the requisite repairs required for the performance of the Works and Services; (d) instability and/or unavailability of the power grid; (e) irreparable disruption of the economy or solvency of the Agreement that is no fault of CONTRACTOR; (f) blockade or embargo; (g) strikes, lockouts, or other labor-related disputes affecting the System, the construction sector or maintenance of infrastructure sector or a significant part thereof; (h) war, civil war, armed conflict, terrorism, acts of foreign enemies or hostilities; (i) third party bid protest, or (j) nuclear, radioactive, chemical or biological contamination of the System, Smart City Instruments and Artistic Lighting or any real or personal property adjacent thereto that prevents the CONTRACTOR from performing a material part of its obligations under this Agreement.

"System" means the street light system owned, maintained or controlled by CLIENT which is located within the limits of the city of Santa Fe, New Mexico and where the Works and Services will be performed, and which is used primarily to illuminate a road, street, highway or interstate freeway and includes the street light system's physical infrastructure and equipment: luminaires, photocells, street light poles, arms, wiring, pole foundations; more specifically, the System refers to the street lights owned or controlled by CLIENT as identified in the inventory provided by the CLIENT to the Contractor. The System specifically excludes Smart City Instruments and Artistic Lighting and any utility owned street lights.

"System Baseline" means the measurements of System taken as part of the Inventory, and the System operating practices in effect on the Agreement Effective Date, as set forth in Appendix 3A (Services Performance Objectives and Penalties) in Schedule 3 (Scope of Services).

"Technical Watch Committee" means a committee created at CLIENT's request to ensure ongoing technical monitoring and advancements in streetlighting and to remain informed about changes in standards and regulations. The Technical Watch Committee will consist of an equal number of representatives from CLIENT and from CONTRACTOR and shall meet at the end of each year at the request of CLIENT.

"Technological Advancements" shall mean advances in lighting technology that occur subsequent to the execution of this Agreement that will improve the performance of the System.

"Term" means the fixed duration of this Agreement as identified in Section 1.2 of the Main Body of the Agreement.

"Termination Payment" means the sum paid in consequence of the termination of this Agreement in accordance with Article 9 in the Main Body of the Agreement.

"Unit Prices" means the lists provided in the Implementation Plan.

"Unscheduled Maintenance" means the repair of outages or malfunctions that are caused by Normal Wear and Tear of the Infrastructure or outages that are a result of defective Infrastructure.

"Work(s)" means collective labor, Infrastructure, Smart City Instruments, Artistic Lighting and related services for all Segments to be performed by or on behalf of CONTRACTOR in the Works Phase, as further identified and described in Schedule 2 (Scope of Works).

"Work(s) Amount" means principal amount of the project for this Agreement. Works Amount does not include interests on the principal or any Service Payment amounts.

"Work(s) Payment" means payments for Works performed during the Works Phase, specifically excluding the operation and maintenance of the System during the Works Phase.

"Work(s) Performance Objectives" shall mean the KPIs or performance objectives, descriptions and metrics that are subject to penalties as described in Schedule 2.

"Work(s) Phase" shall mean the phase of the Agreement in which the Works are performed.

SCHEDULE 2: SCOPE OF WORKS

ARTICLE 1: DESCRIPTION OF THE SYSTEM, ARTISTIC LIGHTING AND SMART CITY INSTRUMENTS

a. System Layout

The layout of CLIENT's System is described in the Implementation Plan as the information received by CONTRACTOR from CLIENT about the current streetlight system. CONTRACTOR shall upgrade the Infrastructure of the System during the Works as set forth in the Implementation Plan The scope of the System may be amended for the installation of additional street lights in the System.

b. System Data Inventory

CLIENT'S street light assets that make up the System are set forth in the Implementation Plan. Assets vary in size (wattage), type (HPS, MV, etc.), and style (Cobra, post top, wall pack, etc.). The System assets are property of the CLIENT and/or CLIENT has the requisite rights to upgrade, operate and maintain the assets. CLIENT'S street light assets subject to this Agreement do not include any utility-owned street lights.

c. Artistic Lighting

Artistic Lighting may be requested by CLIENT at any time during the project. Technical specifications and drawing will be incorporated into the Implementation Plan accordingly.

d. Smart City Instruments

Smart City Instruments shall be installed on CLIENT'S System. The Smart City Instrument installation may include street light control nodes, Wi-Fi hotspots, and additional smart city instruments. Technical specifications and drawing will be incorporated into the Implementation Plan accordingly.

Smart City Credit

In addition to other obligations of the Contractor, Contractor will provide an annual "credit" of Twenty Thousand dollars ($20,000.00) worth of materials and installation of Smart City infrastructure, or other infrastructure as agreed by the Parties. Installation costs will be determined in accordance with the Implementation Plan. Material costs will be determined in accordance with the Implementation Plan. This Smart City infrastructure "credit" will be available annually on the anniversary of the implementation of the Services phase. This "credit" may only be used for infrastructure and may not be used as an offset to any payment due to Contractor.

e. Deferred Maintenance

During the Works phase, Contractor will implement Deferred Maintenance Work up to the amount of Eighty-Five Thousand Four Hundred and Seventeen Dollars and no Cents ($85,417.00) plus applicable Gross Receipts Tax in the amount of $7,209.19. This Work will be prioritized by Client in consultation with Contractor. Costs of Work will be determined in accordance with the Implementation Plan. Work will be accepted by Client as set forth in Article 3 Section 3.7.

ARTICLE 2: GENERAL SCOPE OF WORKS

2.1 General Principles

The Works, as described herein and in the Implementation Plan, shall be performed by CONTRACTOR in conformity with current standards, Applicable Laws and regulations, and in accordance with the prescriptions of this Schedule and associated appendices. Except as otherwise expressly provided herein, CONTRACTOR shall provide all items necessary for the performance of the Works.

2.2 Interim Period

The Interim Period shall be the period between the Agreement's Effective Date and the Commencement Date. During the Interim Period, CONTRACTOR may perform any preparatory work and operations needed to mobilize for the Works, which may include, but is not limited to, the following:

a. Movement to, placement and set-up on project site of personnel, equipment, supplies and accessory items;

b. Establishment of offices, buildings and other needed facilities as well as utility work and connections needed for these facilities;

c. Scheduling details, coordination and any other work and expense appropriate prior to the start of Works under Agreement.

The Client shall not be responsible for costs incurred until a Purchase Order has been issued.

2.3 Operation and Maintenance System

a. Commencing after the Acceptance Date of the Final Segment of the Works, CONTRACTOR will operate and maintain the Existing System that has not been upgraded and that is part of the scope of Works.

2.4 Works: Project Upgrade

CONTRACTOR shall perform the installation of the Infrastructure, Smart City Instruments and Artistic Lighting in accordance with the Implementation Plan.

2.4.1 Modifications to Calendar of Execution and Schedule of Works

CLIENT may request adaptations and modifications to the work schedule set forth in the Implementation Plan, provided that the request is made in writing and made no later than thirty (30) days before the submission of the required authorizations and applicable approvals. Notwithstanding the foregoing, for any adaptation and modifications to the work schedules for urban redevelopment or city-owned projects, CLIENT shall request any modifications at least sixty (60) days prior to the submission of the required authorizations.

Upon CLIENT's request, CONTRACTOR shall study and define the technical, economic and financial impacts of the scheduling adaptations and modifications and provide the CLIENT with a proposal for CLIENT'S requests. Any scheduling adaptations or modifications must be agreed to in writing by both Parties and any financial or other consequences related to any requested scheduling adaptations or modifications that are subsequently implemented will be borne by CLIENT. If a change of the schedule requested by CLIENT directly causes a delay in the acceptance of any Segment, the direct or indirect consequences, including costs, will be borne by CLIENT.

2.4.2 Conditions of Execution of the Works and Safety Program

Conditions of Execution of the Works. Prior to starting the Works, CONTRACTOR will obtain all requisite information and authorizations and fulfill all administrative requirements necessary for the performance of the Works. CONTRACTOR shall provide CLIENT an organizational plan of the Works to be performed, indicating the access requirements and installation requirements for the worksites and any plans to limit the impacts on the surrounding areas.

Safety Program. CONTRACTOR will make a commercially reasonable effort to ensure safety at the worksites and their surroundings areas for the entire duration of the Works in accordance with all Applicable Law. In carrying out its responsibilities herein, CONTRACTOR shall (a) protect the lives and health of persons performing the Work and other persons who may be affected by the Work and shall erect and maintain all necessary safeguards for such safety and protection; (b) prevent damage and theft to materials, supplies, and equipment whether on worksites or stored off worksites; and (c) prevent damage to other property at worksites or adjacent thereto. CONTRACTOR shall provide CLIENT with a safety plan within thirty (30) days from Commencement Date.

2.4.3 Progress Reports; Status Meetings

Progress Reports. CONTRACTOR shall periodically, but at least monthly, provide CLIENT progress reports pertaining to the Works detailing all ongoing tasks and the progress made with respect to the Calendar of Execution and the Schedule and Breakdown of the Works.

Status Meetings. Status meetings during the Works Phase will be held on a bi-weekly basis, and may be attended by Authorized Representatives and all persons designated by CLIENT and CONTRACTOR. Meeting times and frequency will be modified upon CONTRACTOR or CLIENT mutual agreement. Meeting minutes shall be recorded by CONTRACTOR for each meeting.

2.4.4 Project Commissioning and Acceptance

Project Commissioning. The Commissioning and Quality Assurance Plan in the Implementation Plan establishes procedures for commissioning each Segment of the Works. Upon completion of a Segment of the Works, CONTRACTOR, in concert with CLIENT, shall conduct a thorough and systematic performance test of each element of the completed Segment of the Works per the terms of the plan. CONTRACTOR shall correct or adjust any deficiencies in accordance with Schedule 5 and the Commissioning and Quality Assurance Plan.

Acceptance. Acceptance of Work or Segment of Work shall be in accordance with the procedures established in Section 3.7 of the Main Body of the Agreement and Schedule 5.

2.5 Modification of the Works

2.5.1 Change Orders

Changes. The Contractor may only make changes or revisions within the Scope of Work as defined in the Implementation Plan 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:

a. Deliverable requirements, as outlined in the Scope of Work;
b. Due date of any Deliverable, as outlined in the Scope of Work;
c. Compensation of any Deliverable, as outlined in the Scope of Work;
d. Agreement compensation, as outlined in Article 2; or
e. Agreement termination, as outlined in Article 4.

Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

a. The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:

    1. the name of the person requesting the change;
    2. a summary of the required change;
    3. the start date for the change;
    4. the reason and necessity for change;
    5. the elements to be altered; and
    6. the impact of the change.

b. The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

The Change Order shall constitute full and final settlement of all claims arising from or related to any Work either covered or affected by the Change Order or related to the events.

2.6 Monitoring of the Works

2.6.1 CMMS: Real-Time Monitoring of Works

Throughout the Works Phase, CONTRACTOR will implement its Computerized Maintenance Management System ("CMMS"), to monitor the progress of the Works. The CONTRACTOR will use CMMS to measure the timeline of the upgrades and monitor its crews on a real-time basis. All Infrastructure and Artistic Lighting installations and repairs made to the System, including poles and fixture types, drivers, LED kit, etc., will be updated in CMMS to reflect new field conditions. Built-in work order schedules will be entered into CMMS to ensure that the proper equipment and materials are on the trucks before they leave the facility.

CLIENT shall have a real-time access to CMMS to monitor the status of the streetlight asset upgrade.

2.6.2 Construction Monitoring

CONTRACTOR shall perform checks at the end of each workday to ensure that all work performed is functioning as intended.

2.6.3 Operating Center

Within ten (10) days of the Commencement Date, an Operating Center will be established which shall have the requisite personnel, technology and equipment to monitor the indicators (CMMS reports), System alerts for a holistic status of the System, Smart City Instruments and Artistic Lighting installations.

The Operating Center shall be equipped to analyze problems, communicate with site technicians and supervisors, track issues through resolutions, and escalate problems when appropriate. For emergencies or disasters, the Operating Center shall have established procedures in place to immediately contact the correct team and respond appropriately.

Responsibilities of Operating Center personnel will include:

- Streetlight monitoring
- Emergency response
- Repairs and upgrade monitoring
- Communication and reporting between the field teams, headquarters, and the CLIENT
- CMMS administration (database updates and treatment of the work orders)

2.7 Waste Management and Recycling during the Work Phase

During the Works Phase, recycling management processes will be integrated throughout CONTRACTOR's day- to-day operation (ISO 9001-14001). CONTRACTOR shall procure and/or maintain the appropriate recycling and disposal facilities.

2.8 Project and Performance Baseline Inventory

Pursuant to Section 5.1 of the Main Body of the Agreement, prior to the Acceptance Date of the Final Segment of the Works, CONTRACTOR shall conduct an audit and inventory of the operational performance of the System after all the Infrastructure is installed. If additional Energy Savings are recognized after the audit and inventory, CONTRACTOR shall integrate and use all resulting data to calculate and revise the Performance Baseline and adjust Section 1.1 of Appendix 3A "Services Performance Objectives and Penalties" of Schedule 3, accordingly.

2.9 Measurement and Verification Plan: Energy Savings

Within sixty (60) days of the Commencement Date, CONTRACTOR shall provide CLIENT with a written Measurement and Verification Plan (M&V Plan), which shall be based on the International Performance Measurement and Verification Protocol (IPMVP). The M&V Plan shall provide the CLIENT with an accurate assessment of Energy Savings for an Annual Period and identify any Savings Excess or Savings Shortfall for the corresponding Annual Period in accordance Performance Assurance Reconciliation of Appendix 3A of Schedule 3 below.

ARTICLE 3: TECHNICAL SCOPE OF WORKS

The technical Scope of Works is detailed in the Implementation Plan.

ARTICLE 4: TECHNICAL SPECIFICATIONS AND DRAWINGS

The Works shall be performed in accordance with the technical specifications and drawing set forth in the Implementation Plan.

APPENDIX 2A TO SCHEDULE 2 - Works Performance Objectives and Penalties

The Works Performance Objectives and Penalties are set forth below. Section 1 details the Key Performance Indicators (KPIs) that will be measured and evaluated during the Works Phase and serve as CONTRACTOR's performance metrics for the Works Phase. Section 1 details each KPI that will be measured and provides the respective formula used during the Agreement to measure the Works KPIs. Section 2, below, provides a quick reference table that details the Works KPIs and commitments. Section 3, below, depicts the penalties calculations applied for each KPI should CONTRACTOR not satisfy its respective commitments.

1. Works Phase Commitments

1.1 Starting Date of Works (Ksd)

Contract start date will commence when Dalkia receives the Notice to Proceed from the City of Santa Fe.

1.2 Commissioning (Kc)

Within six (6) months of the Commencement Date, CONTRACTOR commits to submitting the certificate of substantial completion for the Final Segment of the Works, pursuant to the Commissioning and Quality Assurance Plan.

1.3 Recycling/Disposal (Kr)

CONTRACTOR shall recycle or properly dispose of the Lamps, housing and miscellaneous electronics of the existing fixtures. CONTRACTOR commits to achieving a 90% recycling rate, which shall be measured in accordance with the below KPI formula (Kr). Per the below formula, one (1) Lamp and associated housing and one (1) miscellaneous electronics per street light shall equal one (1) set of materials for the terms of this KPI. This commitment will be measured at the completion of the Works Phase and be based on CONTRACTOR's disposal records.

$$Kr = \frac{R}{S}$$

With S = number of upgraded street lights
R = number of sets of materials recycled/properly disposed

2. KPI Table

Category	Sub-category	Designation	Commitment	Unit	Periodicity
Construction	Operation and Maintenance	Ksd - Starting date	Commence Operation and Maintenance of System on or before Commencement Date	Business Day	Once
	Construction	Kc - Commissioning	12 months after Commencement of Works Phase for the Final Segment of the Works	Month	Once
	Kr – Recycling/ Disposal rate	Kr - Recycling/ Disposal rate	90%	% of recycled/disposed sources	Once

3. Performance Penalties for Works Phase

3.1 General

Works Phase penalties shall be identified, documented and agreed to by CLIENT and CONTRACTOR at the respective status meetings. Upon receipt of CLIENT's penalty notification, CONTRACTOR shall have ten (10) days to notify CLIENT in writing whether the CONTRACTOR disputes any penalty. If CONTRACTOR disputes a penalty notification, then CONTRACTOR and CLIENT shall set a meeting within twenty (20) days to review the penalty claim. Notwithstanding the foregoing, the CONTRACTOR shall timely notify the CLIENT of any KPI penalties CONTRACTOR identifies.

Non-compliance with the Works Performance Objectives will result in the application of below penalties, except where the non-compliance was caused by, wholly or partially, a Supervening Event, or delays in the start of the Works or delays in installation or commissioning of Infrastructure, Smart City Instruments or Artistic Lighting that were caused by actions not attributable to CONTRACTOR.

The payments for penalties, if any, are the sole remedy of CLIENT under the Works Performance Objectives of this Schedule. Any penalties under the Works Performance Objectives shall be deducted from the Service Payments until satisfied.

3.2 Works Phase Penalties

If CONTRACTOR does not comply with its commitments set forth above for the respective KPIs, the following penalties shall apply:

Delay in starting the Works (Ksd) = $ 1,000.00 per Business Day, until effective starting date.

Delay in commissioning (Kc) =

- From 1 to 30 calendar days = 0.5 % of the non-commissioned Works Amount
- From 31 to 60 calendar days = 1 % of the non-commissioned Works Amount
- More than 61 calendar days = 2% of the non-commissioned Works Amount

The penalties for a delay in commissioning (Kc) are not cumulative. For example, the total penalty assessed for a delay in commissioning of 45 days would be 1 % of the Works Amount.

Recycling (Kr)

Penalties for noncompliance of the recycling rate (Kr) for the total amount of Lamps and miscellaneous electronics =

80 % ≤ Kr < 90 % = Penalties of $ 3,000.00

70 % ≤ Kr < 80 % = Penalties of $ 5,000.00

Kr < 70 % = Penalties of $10,000.00

The penalties for a recycling (Kr) are not cumulative. For example, the total penalty assessed for a recycling rate of 75% would be $5,000.00.

SCHEDULE 3: SCOPE OF SERVICES

Performance of Services after Acceptance ("Services Phase")

No later than the Acceptance Date of the Final Segment of the Works, or such other date agreed to in writing between the Parties, CONTRACTOR shall commence performance of the Services Phase. During the Services Phase, CONTRATOR shall be responsible for ensuring the technical operation and maintenance of the System to achieve Energy Savings and Services objectives. CONTRACTOR shall also render such Smart City Instrument and Artistic Lighting services as described herein.

ARTICLE 1: SYSTEM ENERGY SAVINGS

The following sections of this Article 1 identify and detail the programs that serve to measure, reconcile and optimize Energy Savings.

1.1 Performance Guarantee: Performance Assurance Reconciliation

The Energy Savings commitments, specifically the Performance Guarantee as described in Article 5 in the Main Body of the Agreement (Performance Guarantee), shall be measured and reconciled annually pursuant Performance Assurance reconciliation process set forth in Section 1.1 and 1.2 of Appendix 3A "Services Performance Objectives and Penalties" of this Schedule. An Annual Performance Report will be issued upon completion of reconciliation detailing any Savings Shortfall or Saving Excess. The Contractor will provide a bond, letter of credit or other financial guarantee acceptable to the Client as a security for performance of this guarantee.

1.2 Measurement and Verification of the Energy Savings

During the Services Phase, CONTRACTOR shall implement the M&V Plan to measure, verify and reconcile Annual Realized Savings as part of the Performance Assurance reconciliation. Annual Period measurement and verification results shall be detailed in the Annual Performance Report.

Commencing on the Acceptance Date of Final Segment of the Works, CONTRACTOR shall provide CLIENT with read-only access to real-time System measurement and verification data in CMMS used to measure, verify and reconcile Annual Realized Savings.

ARTICLE 2: SYSTEM OPERATION AND MAINTENANCE

The following sections of this Article 2 detail the scope of the System's Operations and Maintenance program that will be implemented during the Services Phase. The first two sections set forth the System's asset inventory and analysis program. The third and fourth sections set forth the maintenance and repair program for the System's assets and response measures instituted during emergencies. The fifth, sixth and seventh sections depict the monitoring program for the System: CMMS, Operating Center. The final section details the recycling program for the System that will be instituted throughout the Services Phase.

2.1 Photometric Analysis

Each Annual Period CONTRACTOR shall randomly measure 1% of the System's Infrastructure to assess the System's lighting performance compliance with the IESNA Guide for Photometric Measurement of Roadway Lighting Installations. The results of the photometric analysis will be included in the Annual Performance Report and will be the basis for the KPI commitments for lighting performance (Kip).

2.2 Inventory of the assets

Throughout the Services Phase, CONTRACTOR shall maintain a continuous inventory of the System's assets in CMMS. CONTRACTOR shall deliver to CLIENT an audit report of the inventory for the System in each Annual Performance Report. The inventory report shall include:

1. A summary description of the System; and

2. A summary of the condition of System and its conformity to the applicable standards and procedures established in the Schedule 2 (Scope of Works).

2.3 Maintenance and Repairs

CONTRACTOR shall operate and maintain the System's lighting performance and malfunctions in accordance with below provisions and the response times and monitoring commitments defined in Appendix 3A, "Services Performance Objectives and Penalties" to this Schedule.

The Operation and Maintenance of the System is split into two categories:

- Scheduled and Unscheduled Maintenance pertains to CONTRACTOR's proactive maintenance and/or restoration of the Infrastructure to its proper functioning status.
- Repair(s) pertains to CONTRACTOR's repairs rendered necessary by the history of the System (including but not limited to repair and replacement of Non-Upgraded System Assets) and/or unforeseen events (including, but not limited to, abnormal use, vandalism and accidents).

2.3.1 Scheduled and Unscheduled Maintenance

Scheduled Maintenance. CONTRACTOR's Scheduled Maintenance program is designed to optimize the lighting performance and reduce the outage rate through proactive monitoring of the System. As part of its Scheduled Maintenance program, CONTRACTOR shall perform preventative maintenance on the System as set forth below.

- Complete audit of the assets at the beginning of Services Phase to identify general asset conditions for preventive maintenance planning.
- Cleaning of the fixtures as needed.
- Use of the CMMS and other advanced tools for predicting issues, scheduling preventive maintenance, and maintaining asset inventory and stock management.

Unscheduled Maintenance. Unscheduled Maintenance refers to CONTRACTOR's obligations to maintenance and repair any Infrastructure outages and malfunctions that are caused by Normal Wear and Tear of the Infrastructure or caused by defective Infrastructure. Unscheduled Maintenance will also include outages caused by Normal Wear and Tear to System assets that have been upgraded in accordance with Section 2.3.2 below. Unscheduled Maintenance does not include repairing outages caused by deterioration (i.e. abnormal wear or aging), accidents, acts of vandalism or acts of god.

All Scheduled Maintenance and Unscheduled Maintenance activities are covered under the monthly Services Payment amounts during the Service Phase.

2.3.2 Repairs

CONTRACTOR shall make the necessary Repairs for System outages, System malfunctions and damages to the System that are caused by the Normal Wear and Tear of Non-Upgraded System Assets or caused by deterioration (i.e. abnormal wear or aging), accidents, acts of vandalism or acts of God.

The cost of the Repairs made to the System shall be based on the list of Unit Prices for the category "Current Maintenance", as set forth in the Implementation Plan. CONTRACTOR shall submit to CLIENT, for written approval, a work order that includes the cost provisions of each Repair within ten (10) days of the reported outage, malfunction or damage. In the absence of written approval from CLIENT to perform the Repairs within fifteen (15) Business Days following receipt of CONTRACTOR's costs provisions and work order, all related KPIs and their associated penalties shall be temporarily suspended and unenforceable and CONTRACTOR shall not be obligated to make any such Repairs until receipt of CLIENT written authorization.

Any costs for Repairs shall be separately billed or surcharged and paid by CLIENT. If the CLIENT lacks other available funds to pay for the Repairs above the Damage Amount, CONTRACTOR shall not be obligated to make any such Repairs and all related KPIs and their associated penalties shall be temporarily suspended and unenforceable until such other funds are made available.

CLIENT acknowledges that it shall receive and take title to any repaired or replaced parts of the System described under this Section upon completion of installation, inspection and acceptance.

2.3.3 Incident Report

In cases of System damage, outage or malfunction caused by a third party or act of God, CONTRACTOR shall administratively manage the matter as follows.

Once the damage, outage or malfunction is observed or reported, CONTRACTOR shall:

- secure the concerned part of the System;
- make reasonable efforts to identify the third party at fault, if any;
- make reasonable efforts to collect information and document the incident (driver information, contact information, police report number, etc.);
- assist, if applicable, with assessment activities.

CONTRACTOR shall generate a report of each incident and provide it to CLIENT.

2.4 Emergency Response

As part of the Services Payment, CONTRACTOR shall maintain on-call field personnel who are operational 24 hours per day, 365 days per year. On-call technicians shall have the authority to take initiatives and make decisions in emergency situations. On-call technicians shall have all necessary tools and plans (keys, operating diagrams, city on-call numbers, etc.) at their disposal to make the conditions safe and/or re-establish the System elements within the response times defined in Appendix 3A, "Services Performance Objectives and Penalties" to this Schedule.

Emergency response scenarios include:

- Those caused by outside influences, presenting an immediate danger to the public, such as a vehicle striking a pole or downed wires;
- Those caused by faulty System elements, such as a faulty cable or bad splice causing a mass outage; and
- Those that would not normally be deemed an emergency but for extenuating circumstances, such as a "light out" in an already under-lit area or a missing base door on a pole in close proximity to a school or day care center.

In the event of the first type of emergency, such as a pole down, CONTRACTOR shall secure the area, the extent of the damage shall be surveyed, and a report shall be generated recommending the next course of action. The appropriate action will then be placed on the schedule for Repairs.

In the event of the second type of emergency, such as faulty System equipment or infrastructure, CONTRACTOR shall visit the site immediately to do a visual inspection of the area. His/her observations shall then be relayed to the appropriate teams in order to expedite the Repair or Unscheduled Maintenance.
In the event of the third type of emergency, a CONTRACTOR shall direct a team to the site to affect immediate Repairs or Unscheduled Maintenance actions.

In each case, if the damage is due to a third party or act of God, CONTRACTOR shall take pictures and generate a report that includes all of the pertinent information (driver information, contact information, police report number, etc.) in accordance with Section 2.3.3 of this Schedule. The report shall be sent to CLIENT.

2.5 Centralized Maintenance Management Software (CMMS)

During the Services Phase, CONTRACTOR will use its Computerized Maintenance Management System ("CMMS"), to monitor the entire scope of the System and Artistic Lighting installations. CLIENT shall have access to CMMS database, which shall be updated on a real-time basis.

CMMS shall provide the following:

- The System asset data (database, cartography, condition of the System assets, photo, description of Artistic Lighting sites)
- The current maintenance data (tickets, work orders, feedback, response time)
- The rate energy consumptions data (wattage, control)

The CONTRACTOR will provide Client access to the CMMS records during the contract and upon contract termination will coordinate with CLIENT to allow continued access to the system or the data in the system.

2.5.1 CMMS: Daily Work Schedules

Throughout the Services Phase, CONTRACTOR shall implement CMMS in order to organize each team's daily work. CONTRACTOR shall implement the following process to prioritize and execute work schedules in response to outage reports:

- Step 1: An outage is reported by any source (Operating Center, CLIENT, etc.);
- Step 2: CONTRACTOR's management team prioritizes the reported outage and distributes it to the appropriate maintenance team using CMMS's advanced prioritization functionalities;
- Step 3: CMMS electronically sends work order to maintenance team;
- Step 4: The maintenance team completes repair / maintenance work and submits completion report to the central CMMS server;
- Step 5: The management team checks the job and automatically updates the CMMS asset database.

All actions shall be recorded and stored in the CMMS, establishing a record of maintenance for each asset and a detailed history of each work order.

2.5.2 CMMS: Performance Monitoring

During the Services Phase, CONTRACTOR will use CMMS to measure the timeline of the maintenance and repairs as well as the performance of the System. All System changes, including poles and fixture types and/or LED kits, shall be updated in CMMS on a regular basis to reflect the new field conditions.

2.6 Operating Center

CONTRACTOR shall continue to operate throughout the Services Phase the Operating Center established in the Works Phase.

Responsibilities of Operating Center personnel shall continue to include:

- Streetlight monitoring
- Emergency response
- Repairs and upgrades monitoring
- Communication and reporting between the field teams, headquarters, and the CLIENT

2.7 Waste Management and Recycling

Recycling management processes shall be integrated throughout CONTRACTOR's day- to-day operation (ISO 9001-14001). CONTRACTOR shall procure and/or maintain the appropriate recycling and disposal facilities.

ARTICLE 3: SERVICES PHASE SYSTEM REPORTS

3.1 Monthly Reports

CONTRACTOR shall provide a monthly report of the operations and maintenance activities for the preceding month, including the KPI values, within seven (7) Business Days after the conclusion of each calendar month.

3.2 System Annual Performance Report

CONTRACTOR shall provide an Annual Performance Report of the System's operating results for each Annual Period, which shall detail the achieved Energy Savings and the Services objectives of the System. The Annual Performance Report will be provided to CLIENT for review and acceptance within thirty (30) days after the close of each Annual Period.

ARTICLE 4: SMART CITY INSTRUMENTS AND ARTISTIC LIGHTING OPERATION AND MAINTENANCE

CONTRACTOR shall maintain the Artistic Lighting installations and Smart City Instruments in a fully operable and functional condition throughout the Services Phase. Any repairs or replacement of Artistic Lighting installations and Smart City Instruments shall be authorized in writing by the CLIENT and separately billed or surcharged to CLIENT on a time and materials basis and paid by CLIENT. If the CLIENT does not have other available funds to pay for the repair or replacement of Artistic Lighting installation and Smart City Instruments, CONTRACTOR shall not be obligated to make such repairs and all related KPIs and their associated penalties shall be temporarily suspended and unenforceable until such other funds are made available.

Any maintenance activities performed on the Artistic Lighting installations and Smart City Instruments shall be included in the monthly report described above.

ARTICLE 5: SERVICES PHASE PENALTIES, SITE VISITS AND STATUS MEETINGS

5.1 Penalties

In fulfilling its obligations as detailed hereunder, CONTRACTOR shall be subject to the Services Performance Objectives, as defined in Appendix 3A of this Schedule, "Services Performance Objectives and Penalties ". In the interest of both Parties, penalty metrics based on performance indicators are established in Appendix 3A of this Schedule as basis to measure the Services Performance Objectives.

Non-compliance with the Services Performance Objectives shall result in the application of penalties, as defined in the Appendix 3A of this Schedule, except where the non-compliance was caused by, wholly or partially, a Supervening Event or accidents, acts of vandalism or malfunction of the System due to actions not attributable to CONTRACTOR.

The penalties, if any, are the sole remedy of the CLIENT under the Services Performance Objectives of this Schedule, except as provided for in Section 4.1.1 (e) of Appendix 3A.

5.2 Site Visits

Upon request and within a reasonable timeframe, the CLIENT Representative or his designee will be afforded the opportunity to visit and inspect the System during the Services Phase. A report summarizing the inspection will be provided to the CLIENT by the CONTRACTOR following the CLIENT'S inspection.

5.3 Status Meetings

Status meetings during the Services Phase will be held on a bi-weekly basis, and may be attended by all persons designated by the CLIENT and the CONTRACTOR. Meeting times and frequency will be modified upon CONTRACTOR or CLIENT mutual agreement. CONTRACTOR shall record and provide the CLIENT with the meeting minutes for each meeting.

ARTICLE 6: TECHNICAL MONITORING COMMITTEE; TECHNICAL ADVANCEMENTS

6.1 Technical Monitoring Committee

The CONTRACTOR commits to ensure ongoing technical monitoring in order to allow the CLIENT to benefit from Technological Advancements and to remain informed about changes in standards and regulations.

A Technical Watch Committee shall be created for this purpose. The Technical Watch Committee shall consist of an equal number of representatives from the CLIENT and from the CONTRACTOR and shall meet at the end of each Annual Period. The agenda of the meetings shall be established by the CONTRACTOR with the CLIENT's input. The purpose of these meetings shall be to inform the CLIENT about:

- potential Technological Advancements and their impact on the execution of the Agreement; and
- potential changes in any standards and regulations and about their impact on the performance of the Agreement.

6.2 Installation of Technological Advancements

CONTRACTOR shall develop a technical and financial analysis for any Technological Advancements the CLIENT requests implemented. The technical and financial analysis shall include a draft implementation and cost schedule for the installation of the Technological Advancements, as well as identify impacts the installation will have on the operating and maintenance costs of the System. Any installation of Technological Advancements shall be agreed to in writing by the Parties. The cost of the installation of any Technological Advancements will be entirely borne by the CLIENT.

The installation of Technological Advancements may have a positive or negative impact on Energy Savings and the costs of Services. Any adjustments whether in the form of savings or increased costs will be reflected in the Services Payments. If the installation of Technological Advancements causes a Material Change in the System, then the Performance Guarantee shall be adjusted in accordance with Article 5 of the Main Body of this Agreement.

ARTICLE 7: ADDITIONAL STREET LIGHTS, ARTISTIC LIGHTING AND SMART CITY PROJECTS

7.1 Addition of Street Lights to System

Upon mutual written agreement executed by both the Parties, CLIENT may request and CONTRACTOR will install and/or provide Services for additional street lights that were not part of the System on the Acceptance Date. CLIENT will provide official documents detailing the number and the nature of the additional street lights, and all other related documentation and drawings. The remuneration for the construction and installation of any additional street lights shall be agreed to by the Parties and shall be separately billed or surcharged to the CLIENT. Adjustments to the Service Payments for Services rendered for any additional street lights will be made in accordance with Section 1.1.2 of Schedule 4.

Any additional street lights integrated into the System after the Acceptance Date will be considered a Material Change to the System. The Parties shall modify the Performance Baseline and Services Performance Measures Objectives to account for the Material Change without resulting in a Savings Shortfall or penalties.

7.2 Additional Artistic Lighting and Smart City Projects

Upon mutual written agreement that is executed by both Parties, CLIENT and CONTRACTOR may modify this Agreement for the provision of additional artistic lighting projects and/or smart city installations to be provided during the Services Phase. The modification shall specify the agreed upon terms and conditions for any additional artistic lighting projects and/or smart city installations.

7.3 Additional Funding Sources

By execution of this Agreement, the CLIENT, without any further approvals needed, has been duly authorized by its respective authorities to use (but is not required to use) additional savings and additional funding sources derived herein and from ancillary engagements to fund the construction and maintenance of additional street lights, artistic lighting and smart city projects.

APPENDIX 3A TO SCHEDULE 3 - Services Performance Objectives and Penalties

The Services Performance Objectives and Penalties for the System are detailed below. Sections 1 and 2 describe the System's Key Performance Indicators (KPIs) that will be measured and evaluated during the Services Phase and serve as CONTRACTOR's performance metrics for the System during the Services Phase. Sections 1 and 2 below describe each KPI that will be measured and provide the respective formula used during the Agreement to calculate the KPIs. Section 3, below, details CONTRACTOR's commitments for each KPI, which will be measured in accordance with Section 1 and 2. Section 4, below, depicts the penalties applied to each commitment.

The below KPIs apply only to the System. The below KPIs do not apply to the Artistic Lighting installations or Smart City Instruments.

1. Energy Savings: System Performance Guarantee KPI

1.1 System Guaranteed Annual Savings (Ke)

Guaranteed Annual Savings reflects the annual savings in kWh that CONTRACTOR commits to under the Performance Guarantee. Guaranteed Annual Savings is the difference in kWh between the System Baseline and the Performance Baseline over an Annual Period. CONTRACTOR commits to achieving the Guaranteed Annual Savings during the Performance Guarantee Period. The Guaranteed Annual Savings commitment is reconciled through the calculation of the Annual Realized Savings for an Annual Period and comparing that result to the Guaranteed Annual Savings for the corresponding Annual Period, pursuant Section 1.2 of this Appendix 3A, below.

In accordance with the M&V Plan, CONTRACTOR shall calculate Annual Realized Savings by taking the difference in kWh between the actual energy consumption of the System and the System Baseline for the respective Annual Period. The commitment in terms of Guaranteed Annual Savings is set forth below:

The KPI associated to the Guaranteed Annual Savings (Ke) is calculated as follow:

$$Ke = K_{sb} – K_{pb}$$

Where:

Ke = 2,234,042 kWh per Annual Period
Ksb = 3,955,572 kWh per Annual Period
Kpb= 1,721,530 kWh per Annual Period

And

$$K_{sb} – K_{sb\ metered} + K_{sb\ unmetered}$$

Where:

K_{sb} = System Baseline: Total consumption in kWh for an Annual Period prior to Works, the sum of metered and unmetered lights.

$K_{sb\ metered}$ = Total measured kWh usage of metered street lights in the System Baseline for an Annual Period, as measured and billed by Public Service Company of New Mexico

$K_{sb\ unmetered}$ = Total expected kWh usage of unmetered street lights in the System Baseline for an Annual period, as defined by the corresponding "Monthly kWh Usage" (multiplied by 12) in the Implementation Plan for each streetlight in the inventory.

And

$$K_{pb} – K_{pb\ metered} + K_{pb\ unmetered}$$

Where:

K_{pb} = Performance Baseline: Total consumption in kWh for Annual Period after completion of Works, the sum of metered and unmetered lights.

$K_{pb\ metered}$ = Total measured kWh usage of metered street lights in Performance Baseline for an Annual Period, as measured and billed by Public Service Company of New Mexico.

$K_{pb\ unmetered}$ = Total expected kWh usage of unmetered street lights in the Performance Baseline for an Annual period, as defined by the corresponding "Monthly kWh Usage" (multiplied by 12) defined in PNM Rate 20 for each streetlight in the to-date CMMS defined inventory.

1.2 Performance Assurance Reconciliation

A Performance Guarantee Period savings reconciliation will be performed at the end of each Annual Period as follows unless otherwise agreed:

a. At the conclusion of each Annual Period, CONTRACTOR will calculate the System's Annual Realized Savings and compare the result to the Guaranteed Annual Savings for the corresponding Annual Period.

   I. Should the Annual Realized Savings be greater than the Guaranteed Annual Savings for the corresponding Annual Period, a Savings Excess shall be recorded accordingly and be available for other work under this agreement.
   II. Should the Annual Realized Savings be less than the Guaranteed Annual Savings, a Savings Shortfall shall be recorded and paid in accordance with the terms below and Section 4.1.2 of this Appendix 3A.

b. Within sixty (60) days following issuance and acceptance by CLIENT of the Annual Performance Report for the corresponding Annual Period, CONTRACTOR shall pay to CLIENT the Savings Shortfall, if any, identified in the Annual Performance Report and shall have fulfilled its obligations under the Performance Guarantee for the applicable Annual Period and the Shortfall Payment being then equal to the Guaranteed Annual Savings for the applicable Annual Period.

c. The payments and credits based on Savings Shortfalls, if any, are the sole remedy of CLIENT under this Performance Guarantee; provided, however, if the Penalties Cap is exceeded, CLIENT shall have the right to terminate the Agreement pursuant to Section 9.1 (b) (1) of the Main Body of the Agreement.

2. System Operations and Maintenance KPIs

CONTRACTOR will operate and maintain the System throughout the Services Phase of the Agreement, subject to the penalties for the below KPIs.

2.1 Accuracy of CMMS Database (Km)

During Services Phase, CONTRACTOR will implement its CMMS software to monitor the assets. Through the software, CLIENT will be able to monitor CONTRACTOR's performance objectives (KPIs) and CONTRACTOR'S contractual commitments. The KPI for the accuracy of the CMMS database reflects CONTRACTOR's commitment to providing accurate and timely data inputs for System monitoring. CONTRACTOR commits to a 97% accuracy rate for a given month. The following formula shall be used to calculate the Accuracy of CMMS Database (Km):

$$Km = 1 - \frac{D}{S}$$

With:

D =	Number of major discrepancies in CMMS CLIENT has notified CONTRACTOR of during the respective month (except additional assets or changes CLIENT has not communicated to CONTRACTOR)
S =	Number of street lights existing in the inventory during the month

2.2 Outage rate (Ko)

CONTRACTOR will measure the number of street light outages that occur each month. This KPI measures the Scheduled Maintenance program's efficiency in proactively servicing the System to prevent outages.

CONTRACTOR commits to a less than 2% outage rate for existing inventory for the respective month. The KPI associated with the monthly outage rate is calculated as follows:

$$Ko = \frac{P}{S}$$

With:

P =	Number of outages during the month
S =	Number of street lights existing in the inventory during the month

Notwithstanding the foregoing, outages caused by CLIENT or third-party actions, whether construction or otherwise, accidents, vandalism, or CLIENT's decision to turnoff or shutdown the System or any part thereof for any reason will not be included in the outage rate measurement.

2.3 Availability of the Assets (Ka)

The KPI for the availability of the assets (Ka) measures the average percentage of time that the System is operating on a monthly basis. For this KPI, CONTRACTOR reviews each street light individually to calculate the number of days that each street light is operating and functioning within the respective month. The KPI associated with the monthly availability of the assets is calculated as follow:

$$Ka = \frac{\sum_i^N (\frac{d_i}{D_m})}{N}$$

With:

N =	The number of fixtures existing in the inventory for the month (i.e. the total number of street lights less accepted or scheduled outages)
D_m =	Days in the given month
d_i =	Days that the given fixture (i) was out during the month
Ka =	The average amount of time all fixtures were out each month (calculated on an individual basis)

The operational or functional status of streetlight for the terms of calculating this KPI does not include malfunctions or operational issues caused by CLIENT or third-party actions, whether construction or otherwise, accidents, vandalism, or CLIENT'S decision to turnoff or shutdown the System or any part thereof for any reason.

CONTRACTOR commits to Ka meets or exceeds 98%.

2.4 Self-detection (Ks)

Self-detection of outages reflects CONTRACTOR's commitment to proactively monitor the System. Through its self-detection program, CONTRACTOR monitors the System in order to proactively locate and repair outages. CONTRACTOR commits that it will self-detect at least 75% of the outages inputted into CMMS in a given month. The KPI associated for the monthly self-detection rate is calculated as follow:

$$Ks = \frac{NOC}{P}$$

With:

NOC =	Number of outages CONTRACTOR detects in a month
P =	Total number of inputted outages in a month (which includes CLIENT's and third party reported detections)

2.5 Emergency Response time I Delay of Unscheduled Maintenance or Repairs

Under the below subsections, CONTRACTOR commits to intervene in cases of outages, malfunctions or damages to the System in order to:

- Secure the installation in emergencies, if necessary
- Proceed with the repairs within the response times

Notwithstanding anything herein, if CONTRACTOR is required to obtain approval from CLIENT or permit for maintenance of traffic (MOT) or if the malfunction or outage is inaccessible due to no fault of CONTRACTOR or if materials need to be procured, CONTRACTOR shall diligently work to obtain the requisite approval, permits, access and/or materials and shall be allotted a reasonable amount additional time to meet the KPI commitments set forth below.

2.5.1 Emergency Response time (Kt)

In cases of System outage, malfunction or damage that are a public safety concern as set forth in Section 2.4 of Schedule 3, CONTRACTOR commits to respond to the outage, malfunction or damage within three (3) hours of the detection or notice. CONTRACTOR commits to be at the location of the outage, malfunction or damage and to commence the necessary actions to secure the site within the stated timeframe. The KPI associated with the emergency response time (Kt) is calculated as follow:

- From the detection of the street light outage or damage that is a public safety concern by CONTRACTOR or receipt of an email/fax/call from authorized person(s) (CLIENT, police, firemen, or other persons designated by CLIENT and CONTRACTOR is on notice of)

- And shall continue until CONTRACTOR is onsite to secure the installation.

This KPI is calculated only for the cases where the installation must be secured in CONTRACTOR's professional judgment. If simultaneous street light outages or damages occur that are of a public safety concern, Kt penalty metric shall only apply to the first received report. CONTRACTOR shall respond to subsequent reported emergencies in order of priority and/or receipt.

2.5.2 Delay of Unscheduled Maintenance or Repairs (Kd1, Kd2, Kd3)

Kd_1 and Kd_2 In cases of street light outages caused by or related to the Equipment malfunction only, CONTRACTOR commits to repair the outage within the timeframes described below for Kd_1 and Kd_2. The metrics used to determine compliance with delay of Unscheduled Maintenance or Repairs for Kd_1 and Kd_2 shall be calculated as follows:

- From the detection of the Equipment malfunction by CONTRACTOR or receipt of an email/fax/call from authorized person(s) (CLIENT or other persons designated by the CLIENT and CONTRACTOR is on notice of)

- And shall continue until CONTRACTOR repairs outage.

Commitments for the Delay of Unscheduled Maintenance or Repairs for Kd_1 and Kd_2 are as follows:

- The KPI for Kd_1 shall apply for single street light outage or malfunction. CONTRACTOR commits to repair a single outage or malfunction within 5 business days of detection or notice.
- The KPI for Kd_2 shall apply when more than three (3) street lights in a row are out or malfunctioning. CONTRACTOR commits to repair such outages within 2 business days of detection or notice.

Kd_3. In cases of street light outages caused by or related to damage to the poles, arms or foundations, CONTRACTOR commits to repair the outage within the timeframes described below for Kd3.The metrics used to determine compliance with delay of Unscheduled Maintenance or Repairs commitments for Kd3 shall be calculated as follows:

- From the detection of the outage by the CONTRACTOR or receipt of an email/fax/call from authorized person(s) (CLIENT or other persons designated by the CLIENT and CONTRACTOR is on notice of)

- And shall continue until CONTRACTOR repairs outage.

Commitments for the Delay of Unscheduled Maintenance or Repairs for Kd_3 is as follows:

- For KPI for Kd_3, CONTRACTOR commits to repair the outage within 6 weeks.

2.6 Monthly Reports (Kq)

CONTRACTOR shall provide a monthly report of its operations and maintenance activities for the preceding month, including the KPI values, within seven (7) Business Days after the conclusion of each calendar month.

2.7 Lighting Performance (Kip)

During the Services Phase, CONTRACTOR shall randomly measure 1 % System's Infrastructure each Annual Period to assess the System's lighting performance compliance with the IESNA Guide for Photometric Measurement of Roadway Lighting Installations. CONTRACTOR will measure the lighting performance of the sampled lights to determine compliance with the illuminance standards set forth in the IESNA Guide for Photometric Measurement of Roadway Lighting Installations for the respective roadway.

CONTRACTOR commits to achieving 100% compliance for lighting performance in the sampled street lights, considering the space-to-mounting ratio is between 3 and 5. Calculations to determine compliance with lighting performance commitment shall be based on the below formula:

The KPI associated with the lighting performance is calculated as follow:

Considering: $3 \leq \frac{S}{MH} \leq 5$

$$Klp = \frac{I + (E_{avg}/E_{min})}{I_0 + (E_{avg0}/E_{min0})}$$

With:

S/MH =	Spacing-to-mounting height ratio, ratio of the distance between luminaires centers, along the center line of the street, to the mounting height above the roadway
I =	Average measured Illuminance (Lux)
I_0 =	IES reference value for the considered type of configuration (see tab below)
E_{avg} =	Minimum maintained average horizontal illuminance at pavement
$E_{avg}0$ =	IES reference value for the minimum maintained average horizontal illuminance at pavement (see tab below)
E_{min} =	Minimum maintained horizontal illuminance at pavement
$E_{min}0$ =	IES reference value for the minimum maintained horizontal illuminance at pavement (see tab below)

Road Type	Average Illuminance Level	Eavg0/ Emin0
Urban Local	7	6
Collector	9	4
Major	13	3
Freeway B	6	3

As budget allows, Client will prioritize addition of light fixtures. If directed, Contractor will install additional fixtures pursuant to Schedule 3 Article 7.1.

2.8 Average Installed Wattage (Kw)

The average installed wattage (Kw) reflects the total wattage of the System upon completion of the Works. Maintenance of the averaged installed wattage at a consistent rate throughout Agreement plays an important role in maintaining Energy Savings and lighting performance. The average installed wattage metric reflects CONTRACTOR's commitment to repairing and/or replacing street lights with infrastructure that is consistent with the System's wattage output after Acceptance. CONTRACTOR's commitment for average installed wattage (Kw) is 96 Watts which shall be measured in accordance with the below KPI formula Kw. The KPI Kw shall be calculated on an annual basis and included in the Annual Performance Report.

$$Kw = \frac{W}{S}$$

With:

W =	Total Wattage after Acceptance of Works
S =	Number of street lights taken into account during the Annual Period

3. KPI Table

Category	Sub-Category	Designation	Commitment	Unit	Periodicity
Energy	Consumptions	Ke - Guaranteed Annual Savings	2,234,042	kWh	Each Annual Period
Operations & Maintenance	Operations & Maintenance	Km - Accuracy of CMMS database	97%	% of assets	Monthly
	Maintenance	Ko - Outage rate	Less than 2%	% of assets	Monthly
	Maintenance	Ka - Availability of the assets	More than 98%	% of assets	Monthly
	Operations	Ks - Self-detection	More than 75%	% of tickets	Monthly
	Operations	Kt - Emergency Response time	3 hours	Hour	Per Occurrence
	Operations	Kd_1 - Delay of Unscheduled Maintenance or Repairs- single SL*	5 business days	Business Day	Per Occurrence
	Operations	Kd_2 - Delay of Unscheduled Maintenance or Repairs - more than 3 SL* in a row	2 business days	Business Day	Per Occurrence
	Operations	Kd_3 - Delay of Unscheduled Maintenance or Repairs - Poles, Arms and Foundation	6 Weeks	Business Week	Per Occurrence
	Operations	Kq - Monthly Report	one report	Report	Monthly
	Operations	Kip - Lighting Performance	100 %	% of IES standard values	Each Annual Period
	Operations	Kw - Average Installed Wattage	99 W	W	Each Annual Period

*SL = Street Light

4. Performance Penalties

4.1 Penalties

4.1.1 General Conditions

a. CMMS. CMMS shall be platform used to verify compliance with Operation and Maintenance commitments for the penalties hereunder (except for the KPI for lighting performance which will be reconciled in a separate report).

b. Savings Shortfalls. Any Saving Shortfalls will be reconciled on an annual basis in accordance with the terms and conditions of Section 1.1 and 1.2 of this Appendix 3A.

c. O&M Penalties: Notice. If CLIENT observes any delay, lack of performance or other failures of CONTRACTOR to achieve its KPI commitments which are not then properly documented and reflected in CMMS or in the lighting performance report, CLIENT shall notify CONTRACTOR at the next status meeting of the observed occurrence or deficiency. Upon receipt of the notification, CONTRACTOR shall have ten (10) Business Days to notify CLIENT in writing whether CONTRACTOR disputes CLIENT's claim. If CONTRACTOR disputes the penalty notification, then CONTRACTOR and CLIENT shall set a meeting within twenty (20) days to review CLIENT's penalty claim. If CONTRACTOR does not dispute the claim, CONTRACTOR shall reduce the CLIENT's next monthly invoice by the appropriate penalty amount. Notwithstanding the foregoing, the CONTRACTOR shall timely notify the CLIENT of any KPI penalties CONTRACTOR identifies.

d. Application of O&M Penalties. The penalties apply on the monthly Services Payments only. No penalties will apply on Works Payments.

e. Service Payment Setoff. If CONTRACTOR incurs monthly KPI penalties that amount to more than seventy-five percent (75%) of the amount of the monthly Service Payment in three (3) consecutive months, then CLIENT, without being in default hereunder, has the right to withhold or setoff the next month's Service Payment and every months' Service Payment thereafter until CONTRACTOR's monthly penalties for a subsequent month are less than seventy-five percent (75%) of the amount for that subsequent month's Services Payment amount. CLIENT shall be obligated to pay the CONTRACTOR any setoff or withheld Service Payment amount, less any penalties, upon a subsequent month's penalty amount being less than seventy-five percent (75%) of that month's Service Payment amount.

f. Penalties Cap. The Parties agree that cumulative amount of all Savings Shortfall and O&M penalty payments made to CLIENT or deducted from the Services Payments under the terms of this Agreement shall not exceed $100,000.00 ("Penalties Cap"). CONTRACTOR shall have no obligation to pay or deduct any penalties or shortfall amounts above the Penalties Cap. Notwithstanding Section 9.1 (b) (1) (i) in the Main Body of the Agreement, CLIENT shall have the right to terminate the Agreement pursuant to Section 9.1 (b) (1) in the Main Body of the Agreement, subject to the applicable Termination Payment, if cumulative amount of all Savings Shortfall and O&M penalty payments equals or exceeds Penalties Cap.

g. Supervening Event: CLIENT Breach of Obligation. All penalties stated herein under the Services Phase and the enforcement thereof shall be suspended during any Supervening Event or during any duration CLIENT is in breach of its obligations under this Agreement. The penalties will not be reinstituted until the cause of the event has been resolved and the System has been restored to its pre-event condition and/or CLIENT has cured any breach.

4.1.2 Energy: Savings Shortfall

If CONTRACTOR doesn't reach its commitments for an Annual Period for Ke, then a Savings Shortfall occurs and CONTRACTOR will reimburse the balance to CLIENT as described below and in accordance with the "Performance Assurance Reconciliation" described in Section 1 of this Appendix 3A.

KPI	KPI Value	Penalty Value (PE)
Guaranteed Annual Savings (Ke)	KeY ≥ Ke	-1.0 x AES

With:

Ke =	Contractual reference (see Section 3 above, KPI) (Guaranteed Annual Savings)
KeY =	Real value of the considered Annual Period (Annual Realized Savings)
AES =	Difference between the expected and real kWh (KeY-Ke) consumed multiplied by the Constant Energy Rate.

4.1.3 Operations and Maintenance

For each following KPI below, if CONTRACTOR fails to reach its commitments, the associated coefficient or amount will be applied to or deducted from the next month's Services Payment.

Monthly Measured O&M KPIs

KPI	KPI's Value	Penalties Coefficient (Pm)
Accuracy of CMMS Database (Km)	95% ≤ KmM < 99% 90% ≤ KmM < 95% 80% ≤ KmM < 90% 70% ≤ KmM < 80% KmM < 70%	0.99 0.95 0.90 0.75 0.60
KPI	KPI's Value	Penalties Coefficient (Po)
Outage Rate (Ko)	4% ≥ KoM > 2% 6% ≥ KoM > 4% 8% ≥ KoM > 6% KoM > 8%	0.97 0.90 0.75 0.60
KPI	KPI's Value	Penalties Coefficient (Pa)
Availability of Assets (Ka)	99% ≤ KaM < 99.5% 94 % ≤ KaM < 99% 90 % ≤ KaM < 94% KaM < 90%	0.97 0.90 0.75 0.60
KPI	KPI's Value	Penalties Coefficient (Ps)
Self-Detection (Ks)	70% ≤ KsM < 75% 60% ≤ KsM < 70% 50% ≤ KsM < 60% KsM < 50%	0.99 0.95 0.80 0.60

With:

KmM =	Value of the considered month
Pm =	Penalties coefficient applied on the corresponding monthly Services Payment
KoM =	Value of the considered month
Po =	Penalties coefficient applied on the corresponding monthly Services Payment
KaM =	Value of the considered month
Pa =	Penalties coefficient applied on the corresponding monthly Services Payment
KsM =	Value of the considered month
Ps =	Penalties coefficient applied on the corresponding monthly Services Payment

- Emergency Response Time (Kt): If CONTRACTOR fails to meet the designated Response times, Kt, in accordance with the terms of the Agreement, then CONTRACTOR shall be penalized $100.00 per hour for every hour CONTRACTOR's response time exceeds the established metric.

- Delay of Unscheduled Maintenance or Repairs--single street light (Kd1): If CONTRACTOR fails to meet the designated Unscheduled Maintenance or Repairs times under Kd1, then CONTRACTOR shall be penalized $100.00 per Business Day, until outage, malfunction or damage has been fixed.

- Delay of Unscheduled Maintenance or Repairs-more than 3 street lights in a row (Kd2): If CONTRACTOR fails to meet the designated Unscheduled Maintenance or Repairs times under Kd2 then CONTRACTOR shall be penalized $20.00 per hour, until outage, malfunction or damage has been fixed.

- Delay of Unscheduled Maintenance or Repairs-Poles, Arms and foundations (Kd3): If CONTRACTOR fails to meet the designated Unscheduled Maintenance or Repairs times under Kd3 then CONTRACTOR shall be penalized $100.00 per Business Day, until outage, malfunction or damage has been fixed.

- Monthly Report (Kq): If there is a delay in CONTRACTOR's submission the operation and maintenance monthly report, then CONTRACTOR shall be penalized $15.00 per Business Day, until the delivery of the report.

Annually Measured O&M KP/s

CONTRACTOR shall measure Kip and Kw once each Annual Period. If CONTRACTOR fails to reach its commitments for Kip in an Annual Period, then a penalty coefficient will be applied as set forth below.

KPI	KPI's Value	Penalties Coefficient (Plp)
Lighting Performance (Klp)	$90\% \leq Klp_y < 100\%$	0.99**
	$80\% \leq Klp_y < 90\%$	0.95**
	$70\% \leq Klp_y < 80\%$	0.85**
	$60\% \leq Klp_y < 70\%$	0.75**
	$Klp_y < 60\%$	0.60**

With:

Klp_y =	Value of the considered Annual Period
Plp =	Penalties coefficient applied on each corresponding monthly Services Payment thereafter until the Lighting Performance deficiency is corrected. **If the Lighting Performance deficiency is not related to CONTRACTOR's design or implementation of the Works (e.g. insufficient tree trimming, caused by third-party action, etc.), then the above penalty shall not apply. CONTRACTOR and CLIENT will jointly perform a new Lighting Performance measurement upon mitigation of deficiency.

If CONTRACTOR fails to reach its commitments for Kw in an Annual Period, then a penalty coefficient will be applied as described set forth below.

KPI	KPI's Value	Penalties Coefficient (Pw)
Average Installed Wattage (Kw)	Kw < KwY < 1.01 x Kw	0.99
	l.0l x Kw < KwY ≤ 1.03 x Kw	0.97
	1.03 x Kw < KwY ≤1.05 x K	0.90
	1.05 x Kw < KwY ≤1.10 x K	0.80
	1.10 x Kw < KwY	0.60

With:

Kw =	Contractual reference (see Section 3 above, KPI)
KwY =	Real value of the considered Annual Period
Pw =	Incentive coefficient applied on the preceding Annual Period's Services amount

4.2 Incentives - deleted

SCHEDULE 4: PAYMENT MECHANISM

1. Compensation

a. The City shall pay to the Contractor in full payment for services satisfactorily performed as described below:

1. LED Street Light Conversion:

The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work for the LED Street Light Conversion at the rate established by the Implementation Plan*")* in an amount not to exceed Two Million Five Hundred Forty-Three Thousand One Hundred and Ninety-Five Dollars ($2,543,195.00), excluding gross receipt tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling ($214,582.10) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this paragraph of this Agreement, including gross receipts tax and expenses, shall not exceed ($2,757,777.10). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

2. Routine Street Light Maintenance:

The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work for Routine Street Light Maintenance (As Detailed in the Implementation Plan "A-3") the amount of One Hundred Seventy-Nine Thousand Seventy-Four Dollars and Sixty Cents ($179,074) per fiscal year excluding gross receipt tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement per fiscal year ($15,109.42) shall be paid by the City to the Contractor. The amount due shall be paid monthly in twelve equal payments. **The total amount payable to the Contractor under this paragraph of this Agreement, including gross receipts tax and expenses, shall not exceed ($194,184.02) per fiscal year. This amount is based upon 3,499 street lights in the Santa Fe system. These amounts may be adjusted to account for current inflation rates based on the Consumer Price Index (CPI) as established by the Bureau of Economic Analysis (BEA) of the United States Department of Commerce or increase or decrease in street light numbers. Any adjustments can be performed administratively at the time a Purchase Order is opened and/or amended and does not necessitate amendment to this agreement.**

3. Payment is subject to availability of funds pursuant to the Appropriations Paragraph in this agreement and to any negotiations between the parties from year to year pursuant to 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.

   Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. Payment shall be made by ACH. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

1.1 Price Adjustments to Service Payments: CPI

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI) for the Santa Fe area. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June 2017) and each January through June six month average thereafter. The percentage difference between those two CPI issues will be the price adjustment rate for the Services Payments, Unit Prices and other applicable pricing. The price adjustment rate shall be determined at the beginning of each Annual Period and applied thereafter.

1.2 Adjustment to Services Payments for Additional Street Lights

A fixed price of $5.00 per additional street light (with smart control) per month will be applied on Services Payments for each additional streetlight receiving Services pursuant to Article 7 of Schedule 3. Section 1.1.1 above shall apply to any adjustments to Services Payments for Services rendered to additional street lights.

2. Non-recourse Limitation; Unconditional Payment Obligation.

CLIENT'S acceptance of Works and Acceptance of any Segment of the Works is non-recourse and final. After the Acceptance of each Segment of the Works, the obligations of CLIENT to make Works Payments under this Agreement for the accepted Segments of the Works and to perform and observe the other covenants and agreements contained in this Agreement shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason whatsoever.

3. Adjustments for Performance.

Penalties apply on the Services Payments only, in accordance with Schedule 2 and Schedule 3. Notwithstanding the foregoing, any Savings Shortfalls or Savings Excess will be accounted for in accordance with Appendix 3A to Schedule 3.

4. Services Payment and Works Payment Schedule

Price: As consideration of CONTRACTOR's performance of the Works and the Services as described in Schedule 2 (Technical Scope and Works) and Schedule 3 (Scope of Services), CLIENT shall pay to CONTRACTOR the amounts identified below which shall be invoiced on a monthly basis beginning on the Acceptance Date for the corresponding Segment of the Works for the Works Payments, and on Commencement Date for the Services Payments.

If the Acceptance of any Segment of the Works is delayed, the payment schedule for the Works Payments and Services Payments will be adjusted accordingly.

5. Payments.

CLIENT agrees it will make all amounts payable by CLIENT under or with respect to this Agreement within thirty (30) days of receipt of the invoice by electronic funds transfer of immediately available funds as directed in writing by CONTRACTOR.

CLIENT shall pay CONTRACTOR a charge on any payment not paid on the date such payment is due at the rate of six percent (6.00%) per annum or the maximum amount permitted by law, whichever is less, from such date.

If CLIENT disagrees with any portion of an invoice, it shall notify CONTRACTOR in writing of the amount in dispute and the reason for its disagreement within twenty-one (21) days of receipt of the invoice, and shall pay the portion not in dispute. If CLIENT fails to pay CONTRACTOR within thirty (30) days after receipt of an invoice, the CLIENT shall pay interest to CONTRACTOR beginning on the twenty-second day after payment was due, computed at rate per annum as set forth above.

SCHEDULE 5: ACCEPTANCE PROCEDURES

Project Commissioning

CONTRACTOR shall implement the Commissioning and Quality Assurance Plan in partnership with the CLIENT during the Works Phase. CONTRACTOR shall implement a rolling Works commissioning process. As quickly as lights are being installed, CONTRACTOR shall work with the CLIENT to get them certified and approved. This will be repeatable and fair for both Parties and allows the project to proceed with the utmost quality and speed.

Acceptance Procedures

In accordance with the Commissioning and Quality Assurance Plan, when CONTRACTOR believes that all, or an independent, definable phase or portion, of a Segment of the Works is substantially complete, CONTRACTOR will submit a certificate of substantial completion to CLIENT which shall be subject to the following:

a. If CLIENT concurs that the described Segment of the Works as performed is substantially complete, CLIENT will accept that Segment of the Works by signing a Certificate of Acceptance and returning it to CONTRACTOR;

b. If CLIENT does not concur that the Segment of the Works is substantially complete, then CLIENT shall notify CONTRACTOR within five (5) Business Days of any discrepancies;

c. To the extent CONTRACTOR does not dispute the discrepancies raised by CLIENT, CONTRACTOR shall correct the Works to conform to the description of the Work set forth herein, and resubmit the certificate of substantial completion to CLIENT;

d. If CONTRACTOR disagrees with the discrepancies raised by CLIENT, CONTRACTORS shall notify CLIENT of a dispute and such dispute shall be resolved in accordance with the dispute resolution provisions of the Agreement;

e. If the CLIENT Representative does not deliver written notice to CONTRACTORS within ten (10) Business Days of receiving the certificate of substantial completion, in the mutual interests of the Project proceeding in a timely manner, the Parties shall immediately refer the matter for determination in accordance with the applicable dispute resolution procedure as set forth herein.

To the extent that any Segment requires multiple certificates of substantial completion, the final non-recourse Certificate of Acceptance for each Segment shall determine the date on which the Acceptance Date of that Segment of the Works is achieved.

Certificate of Acceptance

The Final Segment of the Works has been measured against its acceptance criteria and deemed substantially complete, and is therefore formally accepted by the City of Santa Fe.

CITY OF SANTA FE

_____
NAME AND TITLE

DATE:_____

2.2.21 Santa Fe GMPC Final

Final Audit Report 2021-02-03

Created:	2021-02-03
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_TYttj7ff__uK_FYwu-csSZDhYSmOp11

"2.2.21 Santa Fe GMPC Final" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
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Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2021-02-03 - 8:28:29 PM GMT - Time Source: server- IP address: 174.56.49.116

Agreement completed.
2021-02-03 - 8:28:29 PM GMT

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Santa Fe Implementation Plan



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Logistics/Planning Phase

Dalkia has developed an upgrade plan and phasing schedule to complete the conversion of all 3,499 City-owned luminaires to LED technology within 6 months from project commencement. The upgrade plan was developed with consideration for the following factors:

- Improvement of the lighting performance and look and feel of the City
- Reduction of traffic and lane closure requirements by scheduling a majority of disruptive work overnight or during low volume periods

Equipment and Workforce

In order to complete the project within a six-month period from the project commencement, Dalkia anticipates the need for four-six field crews. Each crew will be composed of two workers: a Journeyman Electrician (EL-01J or EE-98J) and a ground man.

- Depending on the nature of work and location of poles, crews will be equipped with either forty-foot or sixty-five-foot bucket trucks for luminaire replacement, and derrick trucks will be available when pole replacement is necessary. Dalkia will run all operations out of a centrally located warehouse, where we will store equipment, vehicles, and the inventory upgrade materials.

The proposed six-month timeline is based on the following variables:

- 3,499 City-owned light points
- 4-6 teams, 12 light points upgraded per day per team
- 6-8 weeks of material lead time
- 4 months field work, 20 working days per month

These numbers are estimates based on Dalkia's performance commitment to conduct all upgrade tasks within six months, including for mobilization and material supply availability.

Santa Fe Contract Unit Prices
as of January 27, 2021
Revision as needed

Line	Item	Description	Unit	Road Type	Total	Road Type	Total
1	Fixture Installation: *Cobra head*	Installation of (1) LED cobra head. Price includes luminaire, photocell, rewiring, and labor.	EA	Residential	$342.26	Local	$462.89
2	Fixture Installation: *Cobra head*	Installation of (1) LED cobra head. Price includes luminaire, photocell, rewiring, and labor.	EA	Major/Highway		$607.65	
3	Arm Installtion: *6 ft or less*	Installation of (1) arm made of aluminum, steel or comparable material. Price includes labor and wiring.	EA	Pipe	$610.77	Davit	$1,016.00
4	Arm Installation: Greater than 6 ft	Installation of (1) arm made of aluminum, steel or comparable material. Price includes labor and wiring.	EA	Davit	$1,100.97	Twin Davit	$2,177.60
5	Pole Installation: Less than 25 ft	Installation of pole made of aluminum, steel, or comparable material. Price includes labor and wiring.	EA	Local		$2,484.36	
6	Pole Installation: 25 to 35 ft	Installation of pole made of aluminum, steel, or comparable material. Price includes labor and wiring.	EA	Local		$3,101.85	
7	Pole Installation: Greater than 35 ft	Installation of pole made of aluminum, steel, or comparable material. Price includes labor and wiring.	EA	Up to 45 ft	$3,911.12	Greater than 45 ft	$5,957.64
8	Pole Base: *18"*	Installation of an 18" pole base. Price includes base and labor	EA	All		$778.91	
9	Pole Base: *24"*	Installation of a 24" pole base. Price includes base and labor	EA	All		$942.31	
10	Wiring Material: *Copper Wire*	Underground Copper 10/2 UF Wire. Price per foot, material only.	FT	All		$1.12	
11	Wiring Material: *Aluminum Wire*	Underground Aluminum Triplex Wire. Price per foot, material only.	FT	All		$1.48	
12	Overhead Wiring Material: *Copper Wire*	Overhead #8 Copper THHN Wire. Overhead requires 2 wires per pole. Price per foot, material only.	FT	All		$0.45	
13	Overhead Wiring Material: *Aluminum Wire*	Overhead #4 ACSR Wire. Overhead requires 2 wires per pole. Price per foot, material only.	FT	All		$0.77	
14	Pole Installation: Reusable	Installation of a reusable pole. Price includes labor and wiring.	EA	All		$1,188.45	
15	Arm Installation: Reusable	Installation of a reusable arm. Price includes labor and wiring.	EA	All		$564.64	
16	Fixture Installation: Reusable	Installation of a reusable fixture. Price includes labor and wiring.	EA	All		$191.49	
18	Materials for Repair	Extra materials needed to complete works will be itemized and priced on an individual basis	EA	All		TBD	
17	General Labor	Hourly rate for an electrician team composed of 1 Journeyman, 1 Groundman, 1 bucket truck plus equipment. MoT not included.	HR	All		$174.48	
19	Excavation	Hourly rate for an electrician team composed of 1 Journeyman, 1 Groundman, 1 bucket truck plus mini excavator	HR	All		220.96	
20	Locating	Hourly rate for 1 technician, 1 vehicle, plus line locating machine	HR	All		204.48	
21	Boring	Boring w/2-2" dia conduit & 2-#2 triplex, does not include set up fee	FT	All		$27.69	
22	Troubleshooting	Hourly rate for a troubleshooting team composed of 1 Journeyman, 1 Groundman, 1 bucket truck. MoT not included.	HR	All		165.85	
23	Maintenance of Traffic	Traffic control comprised of 1 Groundman, 1 truck, 1 arrow board, and additional equipment for 1 hour.	HR	City	$89.17	DOT	$178.33
24	Labor for Smart Ready Controls	Hourly rate for a Smart Ready Control team composed of 1 Journeyman, 1 Groundman, 1 bucket truck plus	HR	All		$230.80	
25	IT Support	Hourly rate for technical support of Smart Ready Controls	HR	Basic	$126.00	Expert	$205.00

Deferred Maintenance

Budget

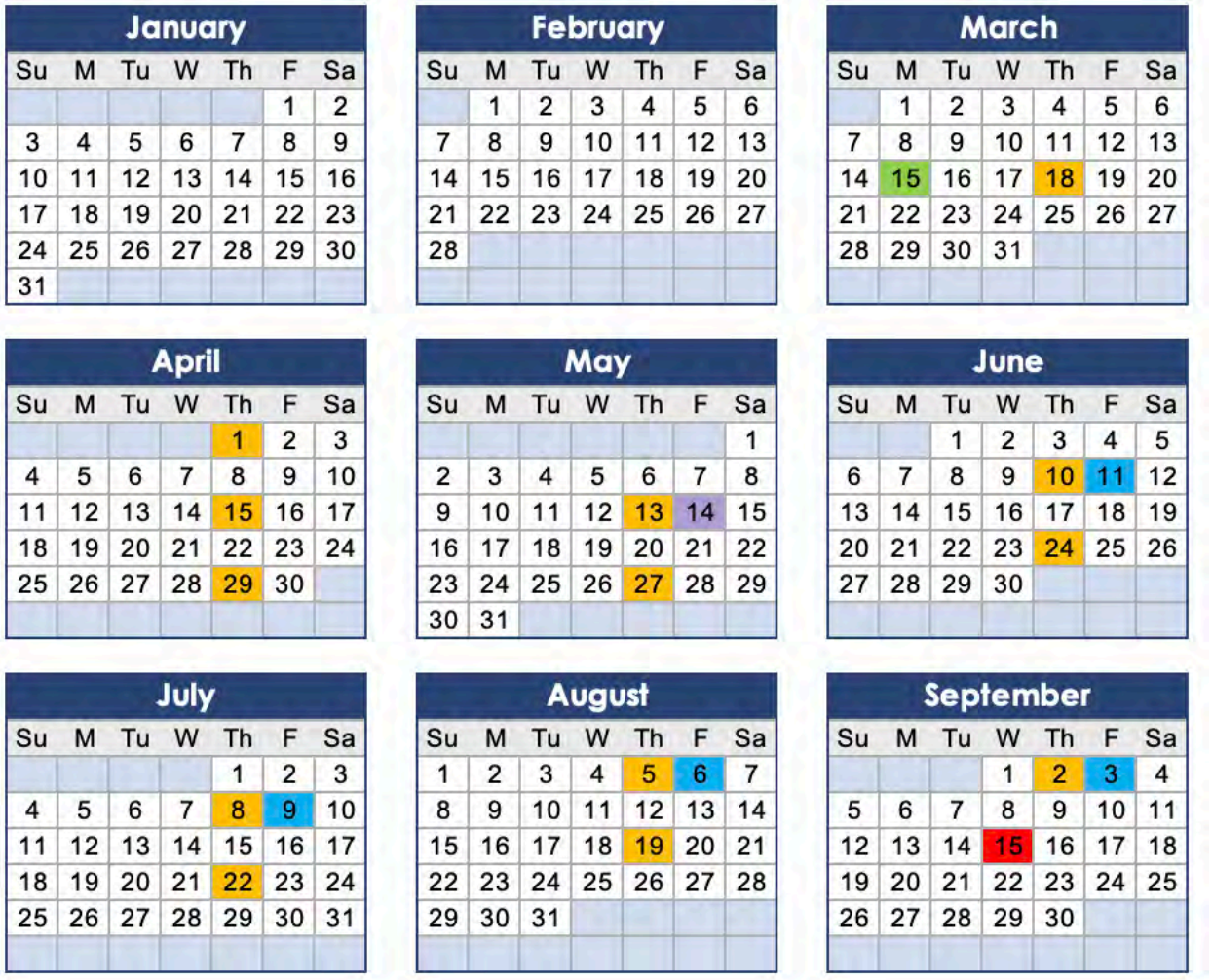
- $89k budgeted for deferred maintenance during Works Phase
- Priorities
  - Priority 1: Brittle/Damaged Wiring in Pole Infrastructure
  - Priority 2: Pole Components: Hand-hole covers, vandal deterrent banding

Action Plan (Planned Maintenance)

- Throughout the Works Phase, Dalkia will record detailed notes around future planned maintenance that falls outside of the plan for deferred maintenance
- Priorities
  - Log vandalism, damage to build plan for proposed maintenance
  - Allow city to properly budget for upcoming maintenance in the Service Phase

Revised 1.28.21

City of Santa Fe NM – LED Implementation Plan
Dalkia Schedule of Works Phase



January

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Date	Event
March 15th 2021 (Day 0)	• Commencement Date of Works Phase
March 18th 2021 – September 2nd 2021 (Week 0 – 24)	• Bi-Weekly Construction Meeting (Every other Thursday, time TBD)

May 14th 2021 (Week 8)	• Delivery of Product • Begin Installation of Phase 1
June 11th 2021 (Week 12)	• Closeout of Phase 1
July 9th 2021 (Week 16)	• Closeout of Phase 2
August 6th 2021 (Week 20)	• Closeout of Phase 3
September 3rd 2021 (Week 24)	• Closeout of Phase 4
September 15th 2021 (Week 26)	• Closeout of Phase 5 • Project Completion/Commencement of Services Phase

Lighting Plan/Energy Savings

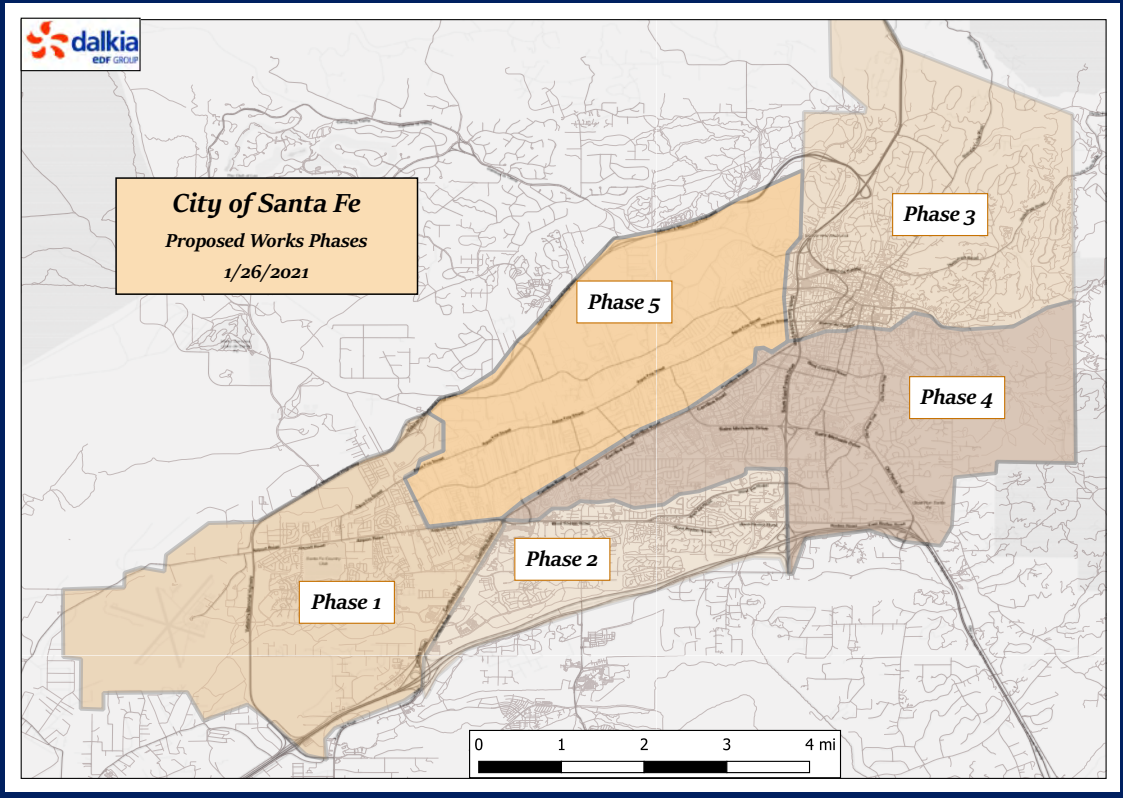
Energy Savings

Streetlight Type	Units	kWh/Month	Current kWh/Year	Non-Fuel Rate/Month	Current Non-Fuel Charge/Year	LED Equivalent Wattage	LED Equivalent kWh/Month	LED kWh/Year	Non-Fuel Rate/Month	LED Non-Fuel Charge/Year	LED kWh/Year Savings	LED Non-Fuel Savings/Year
100W HPS	1,316	45.0	710,640	$3.42	$54,008.64	28	14.2	224,246	$0.60	$9,475.20	486,394	$ 44,533.44
250W HPS	1,404	107.0	1,802,736	$8.12	$136,805.76	118	42.7	719,410	$2.40	$40,435.20	1,083,326	$ 96,370.56
400W HPS	635	165.0	1,257,300	$12.53	$95,478.60	190	92.4	704,088	$3.79	$28,879.80	553,212	$ 66,598.80
175W MV	0	73.0	0	$5.54	$0.00	40	14.2	0	$0.80	$0.00	0	$ -
400W MV	0	162.0	0	$12.30	$0.00	120	42.7	0	$2.40	$0.00	0	$ -
Decorative 250W	144	107.0	184,896	$8.12	$14,031.36	118	42.7	73,786	$0.60	$1,036.80	111,110	$ 12,994.56
Subtotal	3,499	94.2	3,955,572		$286,293.00		41.0	1,721,530		79,827	2,234,042	$ 220,497.36

LED Models

Streetlight Type	Model #	LED Wattage	LED Qty
100W HPS	ATBX P40 MVOLTR2 3K MP P7	28.0	1316
250W HPS	ATBM P30 MVOLT R2 3K/4K MP P7	118.0	1404
400W HPS	ATBM P70 MVOLT R2 3K/4K MP P7	190.0	635
Decorative 250W	MSPL2 P50 30K AS SN6SS P7 PCS	120.0	144

Comprehensive Install Plan/Mapping



Phased Install Approach

Phase 1/2 - South

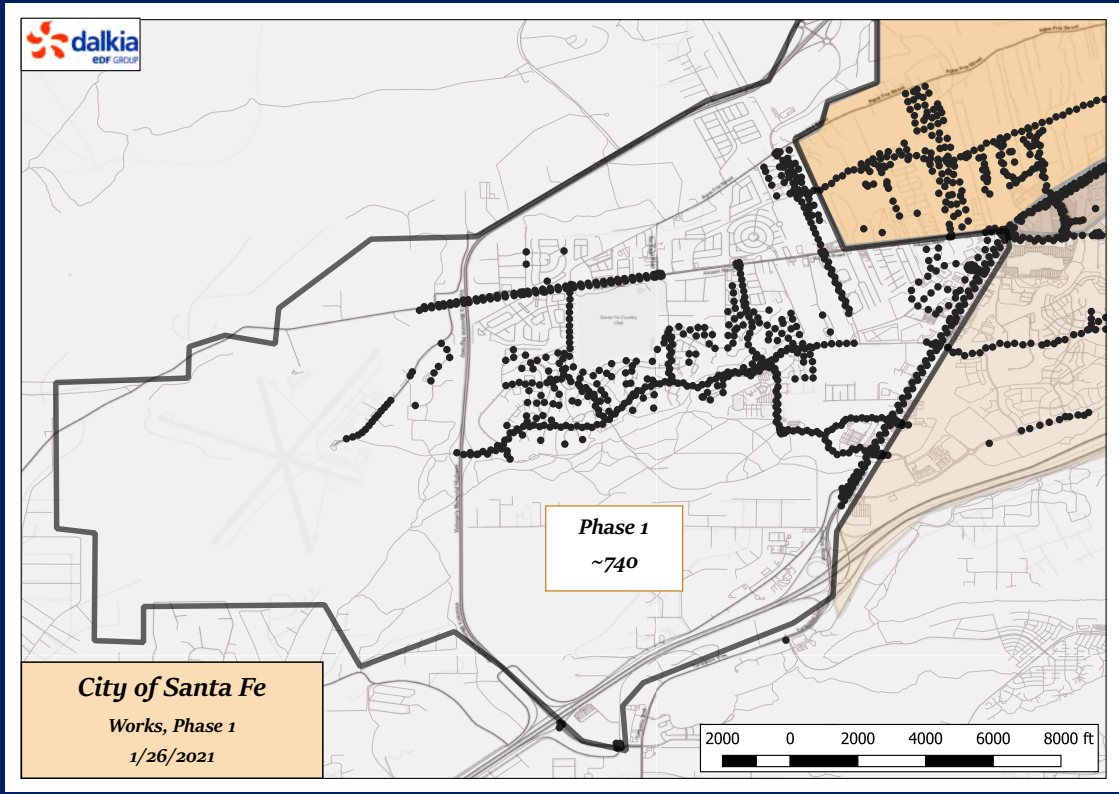
Phase 3 - Downtown

Phase 4 - East

Phase 5 - North

Based on the priorities of the City of Santa Fe, Dalkia will implement the upgrade in phases to convert existing lighting to LED

Phase 1



Details

OVERVIEW
South/Southwest

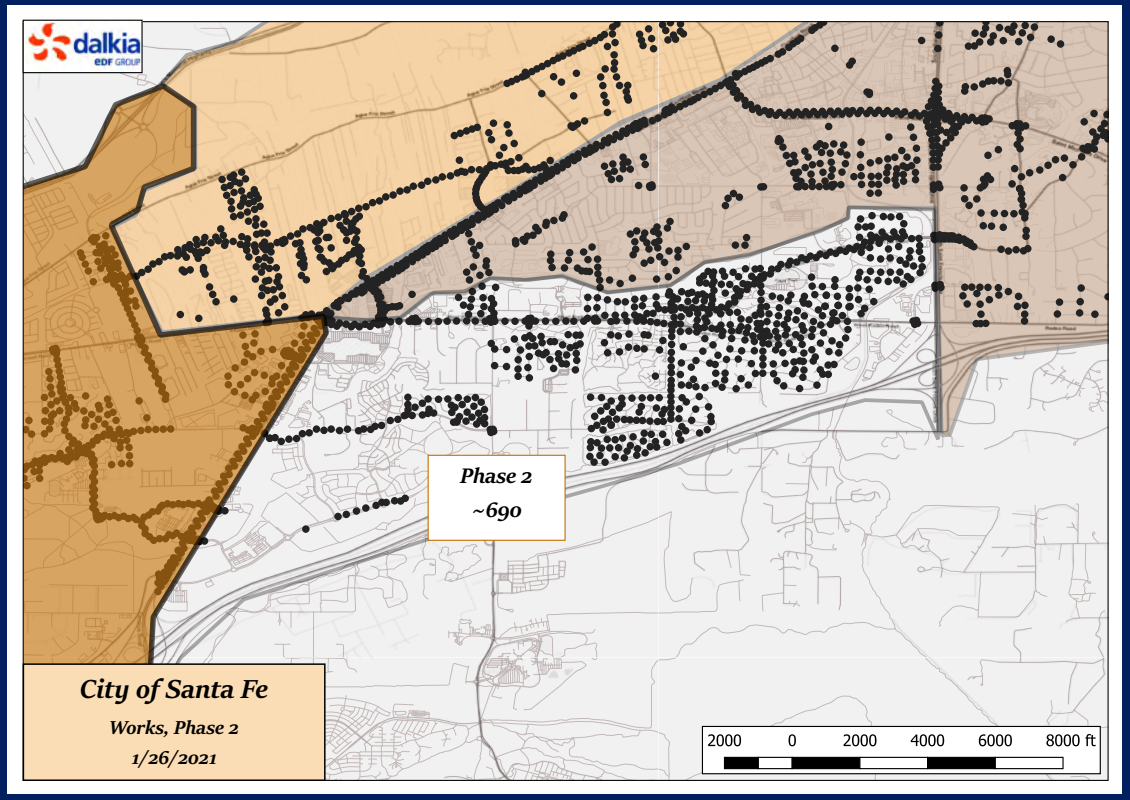
NUMBER OF TEAMS/TIME OF DAY
All teams/Day

DESCRIPTION
North of I-25, South of 284, West of 14

NUMBER OF POLES
740

DURATION
1 month

Phase 2



Details

OVERVIEW
South

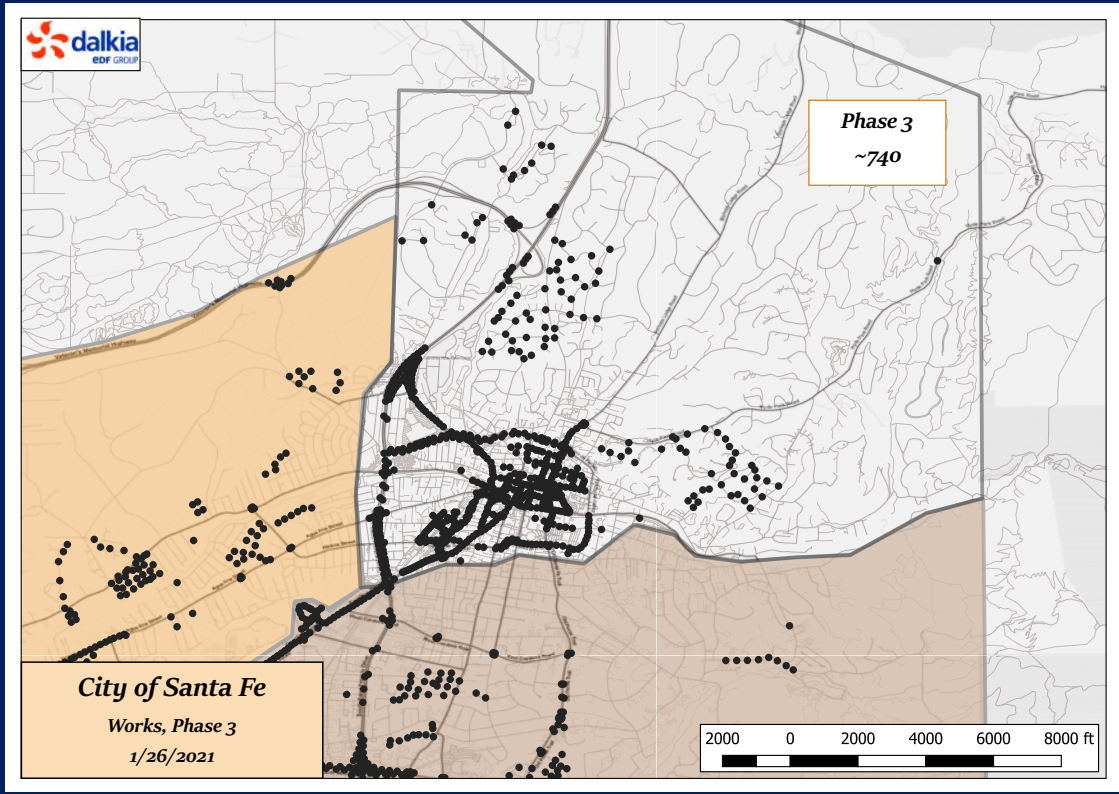
NUMBER OF TEAMS/TIME OF DAY
All teams/Day

DESCRIPTION
North of I-25, South of 14 and 466, West of 285

NUMBER OF POLES
690

DURATION
1 month

Phase 3



Details

OVERVIEW
Downtown

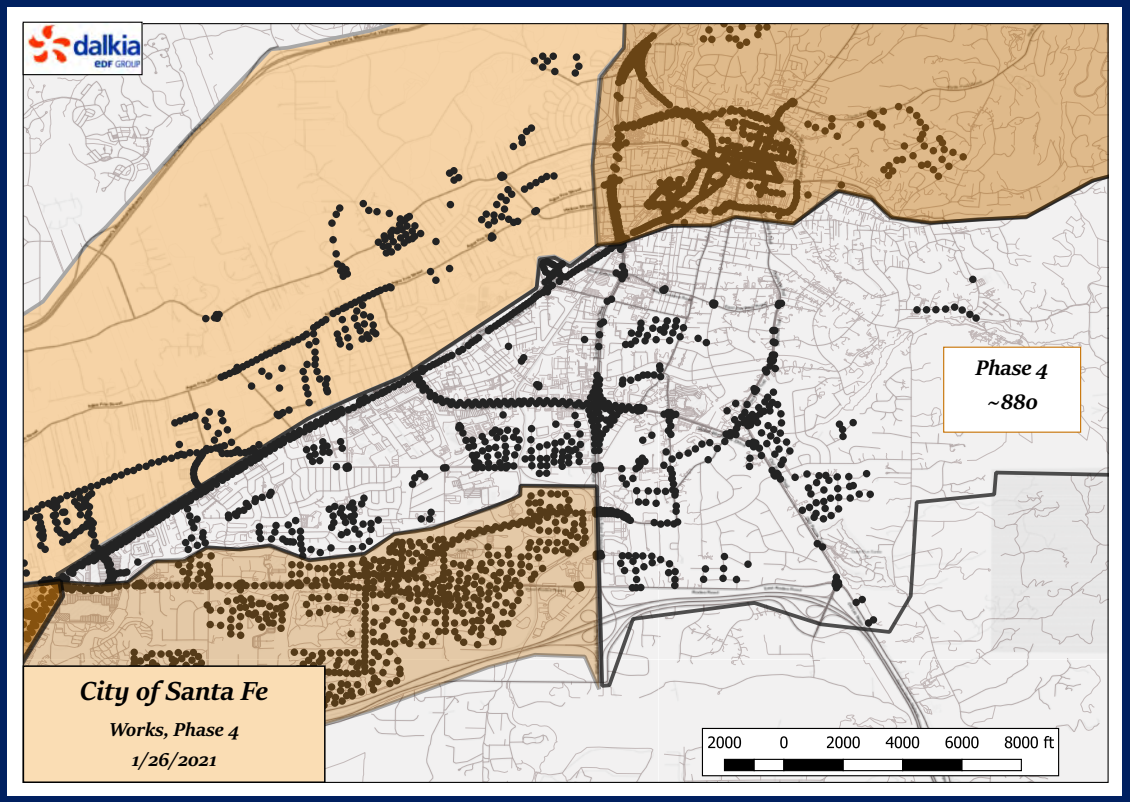
NUMBER OF TEAMS/TIME OF DAY
All teams/Day

DESCRIPTION
Downtown and North of Downtown

NUMBER OF POLES
740

DURATION
1 month

Phase 4



Details

OVERVIEW
East

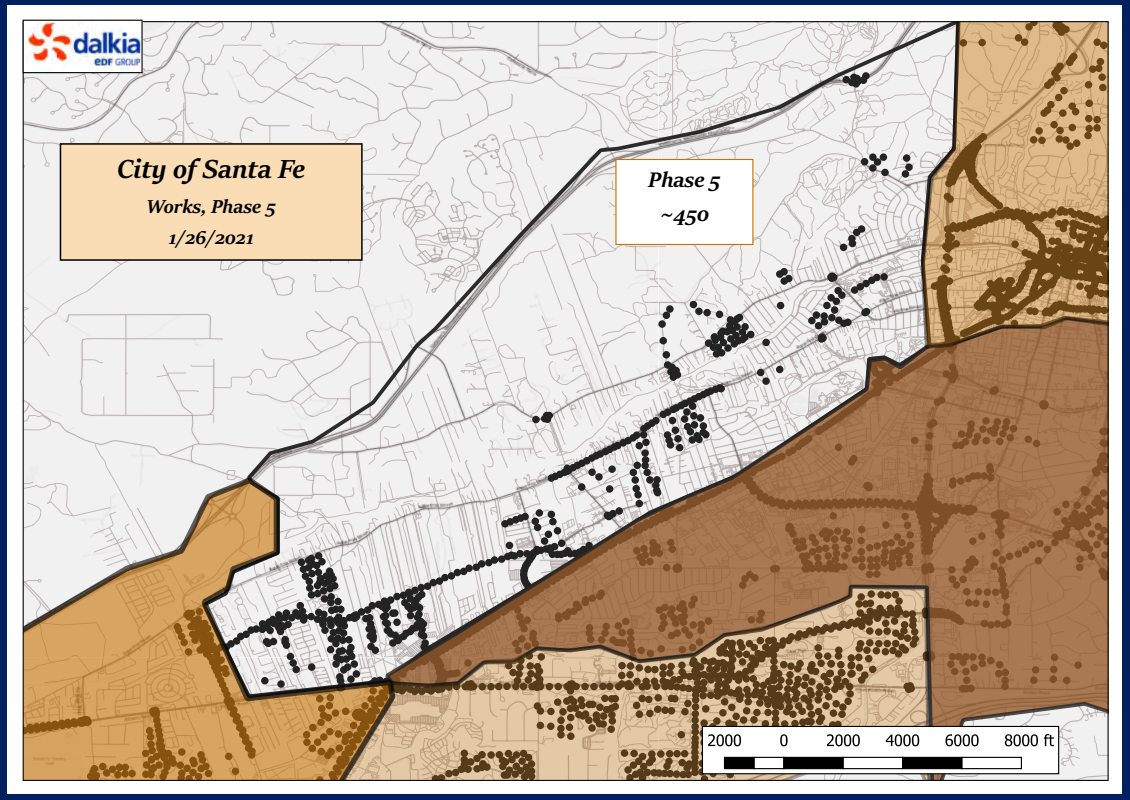
NUMBER OF TEAMS/TIME OF DAY
All teams/Day

DESCRIPTION
South of 14 and 475, North of I-25

NUMBER OF POLES
880

DURATION
1 month

Phase 5



Details

OVERVIEW
South/Southwest

NUMBER OF TEAMS/TIME OF DAY
All teams/Day

DESCRIPTION
North of 14, South of 599, West of 285

NUMBER OF POLES
450

DURATION
2 weeks

Maintenance of Traffic (MoT)

Dalkia and its subcontractors will implement Maintenance of Traffic (MoT) procedures based on roadway type according to the following tiers:

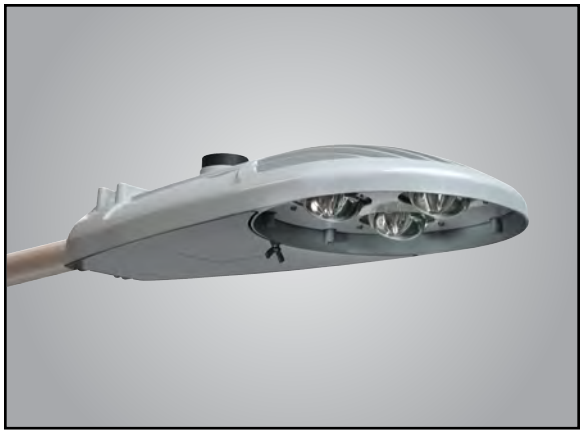
- Tier 1: Local/Residential; low traffic. Assumed that Curb Side Parking is allowed.
- Tier 2: Collector Roads; congested residential areas where street parking is limited and there is medium to occasionally high traffic
- Tier 3: Major/Arterial; medium to high traffic volumes and will require personnel with a Traffic Control Supervisor (TCS) Certification and a Mobile Utility Traffic Vehicle following the bucket truck.
- Tier 4: High traffic, congested areas, freeways, high traffic arterial, state highways. Will require personnel with TCS Certification and a Mobile Uniform Traffic Vehicle following the bucket truck.

ASSETS REQUIRING MOT DURING UPGRADE		
ROADWAY TYPE	MOT REQUIRED	
Local	NO	55% (Based on ABQ)
Local High	NO	
Collector Low	YES	45% (Based on ABQ)
Collector Medium	YES	
Collector High	YES	
Major Low	YES	
Major Medium	YES	
Major High	YES	
Ramp	YES	
Highway	YES	

Autobahn Series ATBM
Roadway

Consistent with LEED® goals & Green Globes™ criteria for light pollution reduction

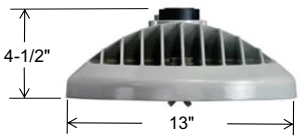
PRODUCT OVERVIEW

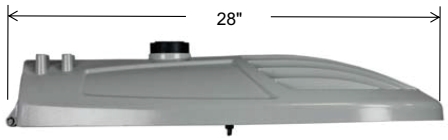


Applications:

Residential streets
Parking lots
High speed roadways

DIMENSIONS





Effective Projected Area (EPA)
The EPA for the ATBM is 0.3 sq. ft.,
Approx. Wt. = 21 lbs. (9.5 kg)

STANDARDS

Color temperatures of ≤ 3000K must be specified for International Dark-Sky Association certification.

Rated for -40°C to 40°C ambient
CSA Certified to U.S. and Canadian standards
Complies with ANSI: C136.2, C136.10, C136.14, C136.31, C136.15, C136.37

Features:

OPTICAL

Same Light: Performance is comparable to 150W – 250W HPS

White Light: Correlated color temperature - 4000K, 70 CRI minimum, 3000K, 70 CRI minimum or optional 5000K, 70 CRI minimum.

IP66 rated borosilicate glass optics ensure longevity and minimize dirt depreciation. Unique IP66 rated LED light engines provide 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage and optimal pole spacing.

Available distributions are Type II, III, IV, & V roadway distributions.

ELECTRICAL

Expected Life: LED light engines are rated >100,000 hours at 25°C, L70. Electronic driver has an expected life of 100,000 hours at a 25°C ambient.

Lower Energy: Saves an expected 40-60% over comparable HID luminaires.

Robust Surge Protection: Standard surge protection is 20kV/10kA "Extreme Level" per ANSI C136.2. An optional MOV pack provides 10kV/5kA "Enhanced Level.

MECHANICAL

Includes standard AEL lineman-friendly features such as tool-less entry, 3 station terminal block and quick disconnects. Bubble level located inside the electrical compartment for easy leveling at installation.

Rugged die-cast aluminum housing and door are polyester powder-coated for durability and corrosion resistance. Rigorous five-stage pre-treating and painting process yields a finish that achieves a scribe creepage rating of 8 (per ASTM D1654) after over 5000 hours exposure to salt fog chamber (operated per ASTM B117).

Mast arm mount is adjustable for arms from 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter. The 2 – bolt and optional 4 bolt clamping mechanism provide 3G vibration rating per ANSI C136.31.

The Wildlife shield is cast into the housing (not a separate piece).

CONTROLS

NEMA 3 pin photocontrol receptacle is standard, with the Acuity designed ANSI standard 7 pin receptacle optionally available.

Premium solid state locking-style photocontrol – PCSS (10 year rated life) Extreme long life solid state locking-style photocontrol – PCL1 (20 year rated life).

Extreme long life solid state locking-style photocontrol with on demand remote on/off control - PCCC (15 year rated life).

Optional onboard Adjustable Output module allows the light output and input wattage to be modified to meet site specific requirements, and also can allow a single fixture to be flexibly applied in many different applications.

ORDERING INFORMATION

ATBM	P30	MVOLT	R2	
Series	Performance Packages	Voltage	Optics	Mounting
ATBM Autobahn LED Roadway	**P05** 9,700 lumens **P10** 11,000 lumens **P20** 12,800 lumens **P30** 15,500 lumens **P40** 17,400 lumens **P50** 18,700 lumens **P60** 20,000 lumens **P70** 21,500 lumens	**MVOLT** Multi-volt, 120-277V **347** 347V **480** 480V	**R2** Roadway Type II **R3** Roadway Type III **R4** Roadway Type IV **R5** Roadway Type V	**(Blank)** 2 Bolt Mounting **4B** 4 Bolt Mounting

3K MP P7

Options

Color Temperature (CCT)
- **(Blank)** 4000K CCT, 70 CRI Min.
- **3K** 3000K CCT, 70 CRI Min.
- **5K** 5000K CCT, 70 CRI Min.

Paint
- **(Blank)** Gray
- **BK** Black
- **BZ** Bronze
- **DDB** Dark Bronze
- **GI** Graphite
- **WH** White

Surge Protection
- **(Blank)** Standard 20kV/10kA SPD
- **MP** MOV Pack

Miscellaneous Options
- **HSS** House Side Shield
- **NL** NEMA Label Indicating Wattage
- **XL** Not CSA Certified – No Terminal Block Cover
- **UMR-XX** 8" Horizontal Arm for Round Pole, Painted to match Fixture
- **UMS-XX** 8" Horizontal Arm for Square Pole, Painted to match Fixture
- **UMR-GALV** 8" Horizontal Arm for Round Pole, Galvanized
- **UMS-GALV** 8" Horizontal Arm for Square Pole, Galvanized

Control Options
- **(Blank)** 3 Pin NEMA Photocontrol Receptacle
- **P7** 7 Pin Photocontrol Receptacle (dimmable driver included) [1]
- **NR** No Photocontrol Receptacle
- **AO** Field Adjustable Output [3]
- **DM** 0-10V Dimmable Driver [2]
- **PCSS** Solid-State Lighting Photocontrol [4]
- **PCLL** Solid-State Long Life Photocontrol
- **PCCC** Solid-State Long Life Photocontrol with remote control on/off [4]
- **SH** Shorting Cap

Packages
- **(Blank)** Standard Pack
- **JP** Job Pack (36/pallet)

Accessories
- **ATBMHSS** House Side Shield
- **ATBMLTS** Light Trespass Shield
- **RKATBMMVOLTSPD** ATBM Acuity SPD, MVOLT
- **RKATBMHVSPD** ATBM Acuity SPD, 347/480V
- **RKATBMMVOLTMP** ATBM MOV Pack, MVOLT
- **RKATBMHVMP** ATBM MOV Pack, 347/480V

Notes:
1. Dimmable Driver included. Not available with DM or NR.
2. Controls by others. Not available with P7 or AO.
3. Not available with DM.
4. MVOLT only.

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www.americanelectriclighting.com
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Warranty Five-year limited warranty. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions
Actual performance may differ as a result of end-user environment and application. Specifications subject to change without notice.

Please contact your sales representative for the latest product information.

PERFORMANCE PACKAGE

Performance Package	Distribution	Input Watts	3K (3000K CCT, 70 CRI)					4K/5K (4000K/5000K CCT, 70 CRI)					LLD @ 25°C		
			Lumens	LPW	B	U	G	Lumens	LPW	B	U	G	25k Hours	75k Hours	100k Hours
P05	R2	68	9,396	138	1	0	2	9,718	143	1	0	2	0.93	0.86	0.83
	R3		9,366	138	1	0	3	9,688	142	1	0	3			
	R4		9,030	133	1	0	3	9,340	137	1	0	3			
	R5		10,334	152	3	0	2	10,689	157	3	0	2			
P10	R2	81	10,635	131	2	0	3	11,299	139	2	0	3	0.93	0.86	0.83
	R3		10,675	132	2	0	3	11,302	140	2	0	3			
	R4		10,391	128	2	0	4	10,994	136	2	0	4			
	R5		11,504	142	3	0	2	12,086	149	3	0	2			
P20	R2	94	12,073	128	2	0	3	12,874	137	2	0	3	0.93	0.86	0.83
	R3		12,065	128	2	0	3	12,818	136	2	0	3			
	R4		11,946	127	2	0	4	12,525	133	2	0	4			
	R5		13,085	139	4	0	2	13,776	147	4	0	2			
P30	R2	118	14,637	124	2	0	3	15,514	131	2	0	3	0.93	0.86	0.83
	R3		14,631	124	2	0	3	15,452	131	2	0	3			
	R4		14,317	121	2	0	4	15,151	128	2	0	5			
	R5		15,775	134	4	0	2	16,685	141	4	0	2			
P40	R2	135	16,233	120	2	0	3	17,493	130	2	0	3	0.93	0.86	0.83
	R3		16,402	121	2	0	3	17,367	129	2	0	3			
	R4		15,911	118	2	0	5	17,008	126	2	0	5			
	R5		17,507	130	4	0	2	18,595	138	4	0	2			
P50	R2	152	17,541	115	2	0	3	18,748	123	2	0	3	0.93	0.86	0.83
	R3		17,677	116	2	0	4	18,712	123	2	0	4			
	R4		17,154	113	2	0	5	18,246	120	2	0	5			
	R5		19,008	125	4	0	2	20,088	132	4	0	2			
P60	R2	168	18,770	112	2	0	3	20,095	120	3	0	3	0.93	0.86	0.83
	R3		18,830	112	2	0	4	20,094	120	3	0	4			
	R4		18,369	109	2	0	5	19,648	117	2	0	5			
	R5		20,350	121	4	0	2	21,505	128	4	0	2			
P70	R2	190	20,190	106	3	0	3	21,565	114	3	0	3	0.93	0.86	0.83
	R3		20,142	106	3	0	4	21,504	113	3	0	4			
	R4		19,660	103	2	0	5	21,024	111	3	0	5			
	R5		21,988	116	4	0	2	23,076	121	4	0	2			

Note: Individual fixture performance may vary. Specifications subject to change without notice.

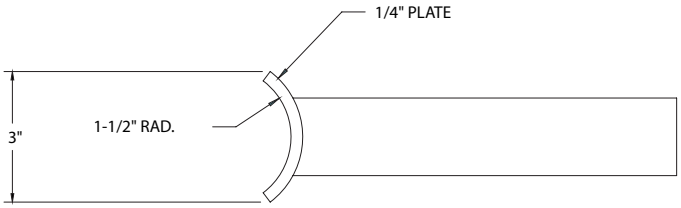
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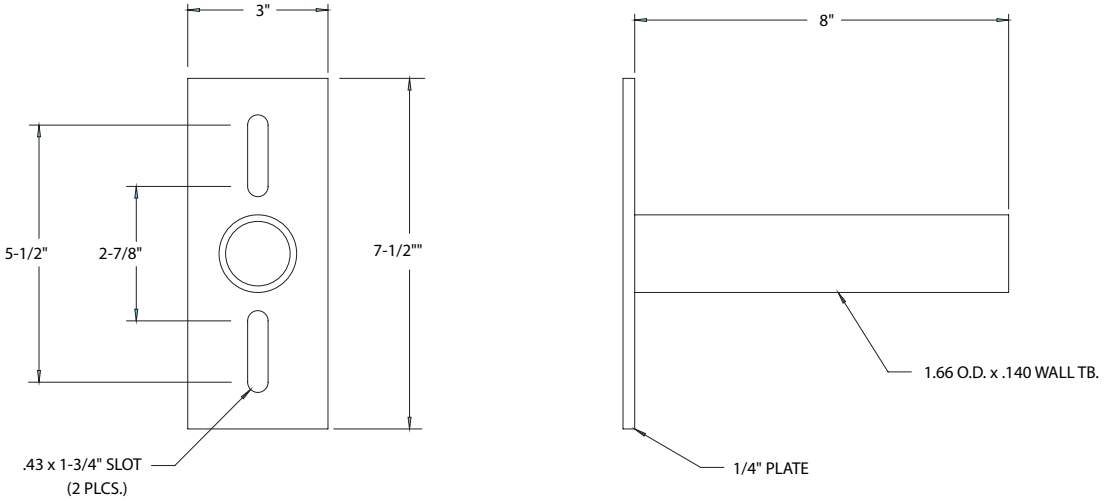
Warranty Five-year limited warranty. Complete warranty terms located at:
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UMR POLE ADAPTOR

RECOMMENDED FOR USE WITH POLES OF 4" DIAMETER OR SMALLER





UMS POLE ADAPTOR

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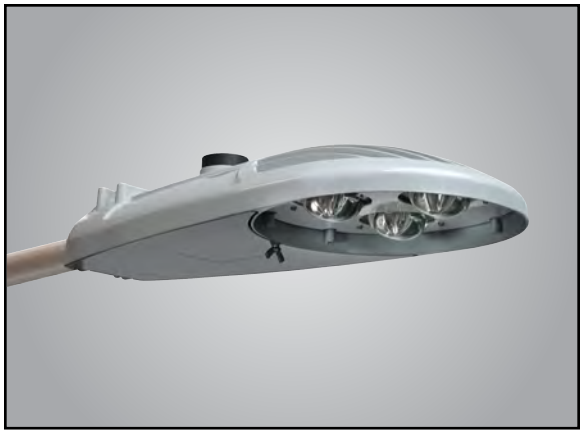
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Consistent with LEED® goals & Green Globes™ criteria for light pollution reduction

Autobahn Series ATBM
Roadway

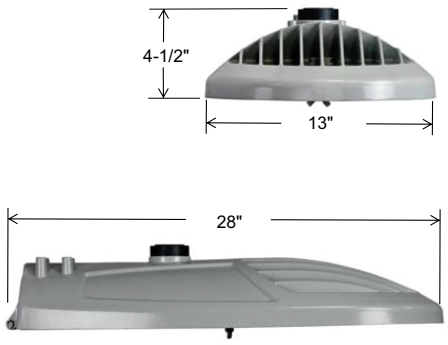
PRODUCT OVERVIEW



Applications:

Residential streets
Parking lots
High speed roadways

DIMENSIONS



Effective Projected Area (EPA)
The EPA for the ATBM is 0.3 sq. ft.,
Approx. Wt. = 21 lbs. (9.5 kg)

STANDARDS

Color temperatures of ≤ 3000K must be specified for International Dark-Sky Association certification.

Rated for -40°C to 40°C ambient
CSA Certified to U.S. and Canadian standards
Complies with ANSI: C136.2, C136.10, C136.14, C136.31, C136.15, C136.37

Features:

OPTICAL

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Available distributions are Type II, III, IV, & V roadway distributions.

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Expected Life: LED light engines are rated >100,000 hours at 25°C, L70. Electronic driver has an expected life of 100,000 hours at a 25°C ambient.

Lower Energy: Saves an expected 40-60% over comparable HID luminaires.

Robust Surge Protection: Standard surge protection is 20kV/10kA "Extreme Level" per ANSI C136.2. An optional MOV pack provides 10kV/5kA "Enhanced Level.

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The Wildlife shield is cast into the housing (not a separate piece).

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Optional onboard Adjustable Output module allows the light output and input wattage to be modified to meet site specific requirements, and also can allow a single fixture to be flexibly applied in many different applications.

ORDERING INFORMATION

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Series	Performance Packages	Voltage	Optics	Mounting

ATBM Autobahn LED Roadway

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P10 11,000 lumens
P20 12,800 lumens
P30 15,500 lumens
P40 17,400 lumens
P50 18,700 lumens
P60 20,000 lumens
P70 21,500 lumens

MVOLT Multi-volt, 120-277V
347 347V
480 480V

R2 Roadway Type II
R3 Roadway Type III
R4 Roadway Type IV
R5 Roadway Type V

(Blank) 2 Bolt Mounting
4B 4 Bolt Mounting

3K MP P7

Options

Color Temperature (CCT)
(Blank) 4000K CCT, 70 CRI Min.
3K 3000K CCT, 70 CRI Min.
5K 5000K CCT, 70 CRI Min.

Paint
(Blank) Gray
BK Black
BZ Bronze
DDB Dark Bronze
GI Graphite
WH White

Surge Protection
(Blank) Standard 20kV/10kA SPD
MP MOV Pack

Miscellaneous Options
HSS House Side Shield
NL NEMA Label Indicating Wattage
XL Not CSA Certified – No Terminal Block Cover
UMR-XX 8" Horizontal Arm for Round Pole, Painted to match Fixture
UMS-XX 8" Horizontal Arm for Square Pole, Painted to match Fixture
UMR-GALV 8" Horizontal Arm for Round Pole, Galvanized
UMS-GALV 8" Horizontal Arm for Square Pole, Galvanized

Control Options
(Blank) 3 Pin NEMA Photocontrol Receptacle
P7 7 Pin Photocontrol Receptacle (dimmable driver included) [1]
NR No Photocontrol Receptacle
AO Field Adjustable Output [3]
DM 0-10V Dimmable Driver [2]
PCSS Solid-State Lighting Photocontrol [4]
PCLL Solid-State Long Life Photocontrol
PCCC Solid-State Long Life Photocontrol with remote control on/off [4]
SH Shorting Cap

Packages
(Blank) Standard Pack
JP Job Pack (36/pallet)

Accessories
ATBMHSS House Side Shield
ATBMLTS Light Trespass Shield
RKATBMMVOLTSPD ATBM Acuity SPD, MVOLT
RKATBMHVSPD ATBM Acuity SPD, 347/480V
RKATBMMVOLTMP ATBM MOV Pack, MVOLT
RKATBMHVMP ATBM MOV Pack, 347/480V

Notes:
1 Dimmable Driver included. Not available with DM or NR.
2 Controls by others. Not available with P7 or AO.
3 Not available with DM.
4 MVOLT only.

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	R4		9,030	133	1	0	3	9,340	137	1	0	3			
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P10	R2	81	10,635	131	2	0	3	11,299	139	2	0	3	0.93	0.86	0.83
	R3		10,675	132	2	0	3	11,302	140	2	0	3			
	R4		10,391	128	2	0	4	10,994	136	2	0	4			
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P20	R2	94	12,073	128	2	0	3	12,874	137	2	0	3	0.93	0.86	0.83
	R3		12,065	128	2	0	3	12,818	136	2	0	3			
	R4		11,946	127	2	0	4	12,525	133	2	0	4			
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P30	R2	118	14,637	124	2	0	3	15,514	131	2	0	3	0.93	0.86	0.83
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	R4		14,317	121	2	0	4	15,151	128	2	0	5			
	R5		15,775	134	4	0	2	16,685	141	4	0	2			
P40	R2	135	16,233	120	2	0	3	17,493	130	2	0	3	0.93	0.86	0.83
	R3		16,402	121	2	0	3	17,367	129	2	0	3			
	R4		15,911	118	2	0	5	17,008	126	2	0	5			
	R5		17,507	130	4	0	2	18,595	138	4	0	2			
P50	R2	152	17,541	115	2	0	3	18,748	123	2	0	3	0.93	0.86	0.83
	R3		17,677	116	2	0	4	18,712	123	2	0	4			
	R4		17,154	113	2	0	5	18,246	120	2	0	5			
	R5		19,008	125	4	0	2	20,088	132	4	0	2			
P60	R2	168	18,770	112	2	0	3	20,095	120	3	0	3	0.93	0.86	0.83
	R3		18,830	112	2	0	4	20,094	120	3	0	4			
	R4		18,369	109	2	0	5	19,648	117	2	0	5			
	R5		20,350	121	4	0	2	21,505	128	4	0	2			
P70	R2	190	20,190	106	3	0	3	21,565	114	3	0	3	0.93	0.86	0.83
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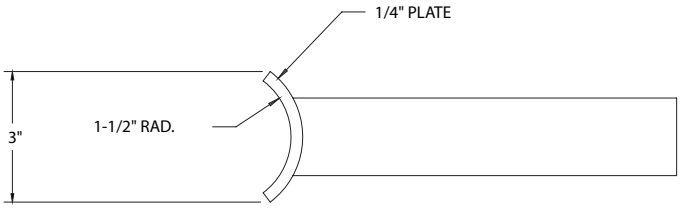
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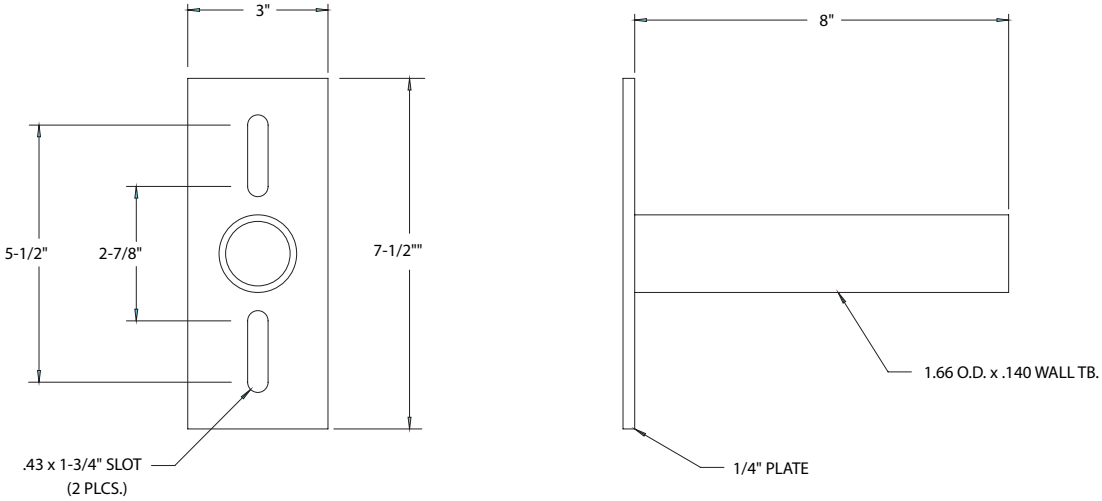
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UMR POLE ADAPTOR

RECOMMENDED FOR USE WITH POLES OF 4" DIAMETER OR SMALLER





UMS POLE ADAPTOR

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Please contact your sales representative for the latest product information.

NIGHTTIME FRIENDLY™

Consistent with LEED® goals & Green Globes™ criteria for light pollution reduction

Autobahn Series ATBX
Roadway & Security Lighting

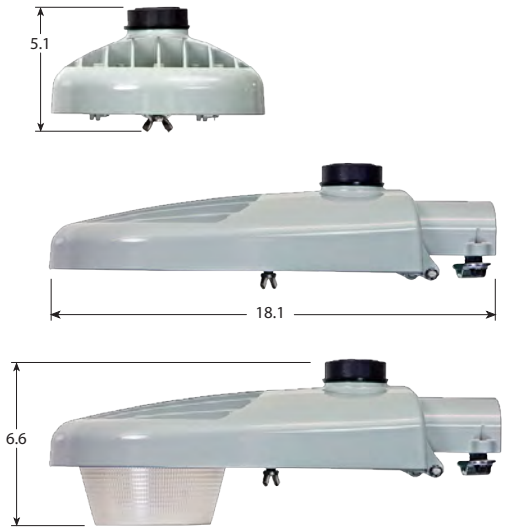
PRODUCT OVERVIEW



Applications:

Residential streets
Parking lots
General security lighting

DIMENSIONS



Effective Projected Area (EPA) The EPA for the ATBX is .26 sq. ft.
Approx. Wt. = 8lbs.

STANDARDS

DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

Color temperatures of ≤ 3000K must be specified for International Dark-Sky Association certification.

Rated for -40°C to 40°C ambient
CSA Certified to U.S. and Canadian standards
Complies with ANSI: C136.2, C136.10, C136.14, C136.31, C136.15, C136.37

Features:

OPTICAL

Same Light: Performance is comparable to 50W – 150W HPS and up to 175W Mercury Vapor roadway and security lighting luminaires.

White Light: Correlated color temperature - 4000K, 70 CRI minimum, 3000K, 70 CRI minimum or optional 5000K, 70 CRI minimum.

IP66 rated borosilicate glass optics ensure longevity and minimize dirt depreciation. Unique IP66 rated LED light engines provide 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage and optimal pole spacing.

Available distributions are Type II, III, IV, and V roadway distributions. When used with the optional acrylic refractor the unit provides approximately 10% uplight and increased vertical foot-candles

ELECTRICAL

Expected Life: LED light engines are rated >100,000 hours at 25°C, L70. Electronic driver has an expected life of 100,000 hours at a 25°C ambient.

Lower Energy: Saves an expected 40-60% over comparable HID luminaires.

Standard surge protection is 20kV/10kA "Extreme Level" per ANSI C136.2. An optional MOV pack provides 10kV/5kA "Enhanced Level.

MECHANICAL

Includes standard AEL lineman-friendly features such as tool-less entry, 3 station terminal block and quick disconnects. Bubble level located inside the electrical compartment for easy leveling at installation.

Rugged die-cast aluminum housing and door are polyester powder-coated for durability and corrosion resistance. Rigorous five-stage pre-treating and painting process yields a finish that achieves a scribe creepage rating of 8 (per ASTM D1654) after over 5000 hours exposure to salt fog chamber (operated per ASTM B117).

Mast arm mount is adjustable for arms from 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter. The 2 – bolt clamping mechanism provides 3G vibration rating per ANSI C136.31.

CONTROLS

NEMA 3 pin photocontrol receptacle is standard, with the Acuity designed ANSI standard 7 pin receptacle optionally available.

Premium solid state locking-style photocontrol – PCSS (10 year rated life) Extreme long life solid state locking-style photocontrol – PCL1 (20 year rated life)

Optional onboard Adjustable Output module allows the light output and input wattage to be modified to meet site specific requirements, and also can allow a single fixture to be flexibly applied in many different applications.

Note: Actual performance may differ as a result of end-user environment and application. Specifications subject to change without notice.

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AEL American Electric Lighting

ORDERING INFORMATION

P30 | MVOLT | | 3K MP P7

Series | Performance Packages | Voltage | Optics

ATBX Autobahn LED Roadway & Security

P10 2,000 lumens
P20 2,500 lumens
P30 3,200 lumens
P40 3,900 lumens
P50 5,600 lumens
P60 6,600 lumens
P70 7,400 lumens

MVOLT Multi-volt, 120-277V

R2 Roadway Type II
R3 Roadway Type III
R4 Roadway Type IV
R5 Roadway Type V
D3 Type III, Drop Refractor included
D5 Type V, Drop Refractor included

MP 3K P7

Options

Color Temperature (CCT)
(Blank) 4000K CCT, 70 CRI Min.
3K 3000K CCT, 70 CRI Min.
5K 5000K CCT, 70 CRI Min.

Paint
Blank Gray (Standard)
BK Black
WH White
BZ Bronze

Surge Protection
Blank Standard 20kV/10kA SPD
MP MOV Pack

Misc.
VR Visual Comfort Refractor
HSS House Side Shield
NL NEMA Label
XL Not CSA Certified

Controls
(Blank) 3 Pin NEMA Photocontrol Receptacle
NR[1] No Photocontrol Receptacle
DM[2] 0V-10V Dimmable Driver
P7 7 Pin Photocontrol Receptacle (dimmable driver included)
PCSS[1] DTL DSS Photocontrol
PCLL[1] DTL DLL Photocontrol 120-277V
AO Field Adjustable Output
SH Shorting Cap

Packages
(Blank) Standard Pack
JP Job Pack

Install Packages
PKGS DTL DSS Photocontrol
PKGL DTL DLL Photocontrol
Packages ship with selected photocontrol, 24", 1 1/4" diameter arm, 5' of prewire and mounting hardware

Accessories
ATBXREF Drop Refractor for field installation
ATBXHSS House Side Shield for field installation
ATBXLTS Light Trespass Shield for field installation
ATBXVR-XX Comfort Refractor & Uplight Skirt, Select Paint (XX) to Match Fixture

Notes
1. Not available with Install Packages.
2. Not available with AO option.

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PERFORMANCE PACKAGE

Performance Package	Distribution	Input Watts	3000K CCT, 70 CRI					4000K & 5000K CCT, 70 CRI					LLD @ 25C		
			Lumens	LPW	B	U	G	Lumens	LPW	B	U	G	50K Hours	75K Hours	100K Hours
P10	R2	14	1,956	140	1	0	1	2,030	145	1	0	1	0.92	0.89	0.85
	R3		1,955	140	0	0	1	2,011	144	0	0	1			
	R4		1,982	142	1	0	1	1,974	141	1	0	1			
	R5		2,145	153	1	0	0	2,160	154	1	0	0			
	D3		1,908	136	1	2	1	1,963	140	1	2	1			
	D5		2,077	148	1	2	1	2,092	149	1	2	1			
P20	R2	18	2,455	136	1	0	1	2,575	143	1	0	1	0.92	0.89	0.85
	R3		2,473	137	1	0	1	2,547	142	1	0	1			
	R4		2,505	139	1	0	1	2,497	139	1	0	1			
	R5		2,715	151	2	0	0	2,735	152	2	0	0			
	D3		2,414	134	1	2	1	2,486	138	1	2	1			
	D5		2,629	146	1	2	1	2,648	147	1	2	1			
P30	R2	23	3,102	135	1	0	1	3,243	141	1	0	1	0.92	0.89	0.85
	R3		3,125	136	1	0	1	3,232	141	1	0	1			
	R4		3,153	137	1	0	1	3,150	137	1	0	1			
	R5		3,422	149	2	0	1	3,431	149	2	0	1			
	D3		3,050	133	1	2	1	3,155	137	1	2	1			
	D5		3,314	144	1	2	1	3,322	144	1	2	1			
P40	R2	28	3,603	129	1	0	1	3,790	135	1	0	1	0.92	0.89	0.85
	R3		3,705	132	1	0	1	3,890	139	1	0	1			
	R4		3,640	130	1	0	2	3,817	136	1	0	2			
	R5		3,971	142	2	0	1	4,167	149	2	0	1			
	D3		3,617	129	1	2	2	3,797	136	1	2	2			
	D5		3,845	137	2	2	1	4,035	144	2	2	1			
P50	R2	41	5,426	132	2	0	2	5,425	132	2	0	2	0.92	0.89	0.85
	R3		5,248	128	1	0	2	5,615	137	1	0	2			
	R4		5,300	129	1	0	2	5,462	133	1	0	2			
	R5		5,647	138	3	0	1	6,033	147	3	0	1			
	D3		5,123	125	1	3	2	5,481	134	1	3	2			
	D5		5,468	133	2	3	2	5,842	142	2	3	2			
P60	R2	51	6,392	125	2	0	2	6,416	126	2	0	2	0.92	0.88	0.84
	R3		6,208	122	1	0	2	6,635	130	1	0	2			
	R4		6,207	122	1	0	2	6,432	126	1	0	2			
	R5		6,690	131	3	0	1	7,127	140	3	0	1			
	D3		6,059	119	1	3	2	6,477	127	1	3	2			
	D5		6,478	127	2	3	2	6,901	135	3	3	2			
P70	R2	60	7,133	140	2	0	2	7,246	142	2	0	2	0.92	0.88	0.84
	R3		6,967	137	1	0	2	7,449	146	1	0	2			
	R4		6,957	136	1	0	2	7,235	142	1	0	2			
	R5		7,492	147	3	0	1	7,939	156	3	0	1			
	D3		6,800	133	2	3	2	7,271	143	2	3	2			
	D5		7,255	142	3	3	2	7,688	151	3	3	2			

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PERFORMANCE DATA with VISUAL COMFORT REFRACTOR

Performance Package	Distribution	Input Watts	3000K CCT, 70 CRI					4000K & 5000K CCT, 70 CRI					LLD @ 25C		
			Lumens	LPW	B	U	G	Lumens	LPW	B	U	G	50K Hours	75K Hours	100K Hours
P10	R2 with VR	14	1,686	120	1	0	1	1,747	125	1	0	1	0.92	0.89	0.85
	R3 with VR		1,669	119	1	0	1	1,698	121	1	0	1			
	R4 with VR		1,602	114	1	0	1	1,626	116	1	0	1			
	R5 with VR		1,814	130	1	0	1	1,862	133	1	0	1			
P20	R2 with VR	18	2,124	118	1	0	1	2,205	123	1	0	1	0.92	0.89	0.85
	R3 with VR		2,104	117	1	0	1	2,138	119	1	0	1			
	R4 with VR		2,019	112	1	0	1	2,053	114	1	0	1			
	R5 with VR		2,290	127	1	0	1	2,346	130	1	0	1			
P30	R2 with VR	23	2,684	117	1	0	1	2,788	121	1	0	1	0.92	0.89	0.85
	R3 with VR		2,659	116	1	0	1	2,699	117	1	0	1			
	R4 with VR		2,553	111	1	0	1	2,594	113	1	0	1			
	R5 with VR		2,892	126	2	0	1	2,969	129	2	0	1			
P40	R2 with VR	28	3,240	116	1	0	1	3,369	120	1	0	1	0.92	0.89	0.85
	R3 with VR		3,204	114	1	0	1	3,261	116	1	0	1			
	R4 with VR		3,081	110	1	0	2	3,124	112	1	0	2			
	R5 with VR		3,495	125	2	0	1	3,584	128	2	0	1			
P50	R2 with VR	41	4,633	113	1	0	2	4,818	118	1	0	2	0.92	0.89	0.85
	R3 with VR		4,499	110	1	0	2	4,617	113	1	0	2			
	R4 with VR		4,343	106	1	0	2	4,504	110	1	0	2			
	R5 with VR		4,869	119	2	0	1	5,117	125	2	0	1			
P60	R2 with VR	51	5,495	108	2	0	2	5,710	112	2	0	2	0.92	0.88	0.84
	R3 with VR		5,330	105	1	0	2	5,490	108	1	0	2			
	R4 with VR		5,145	101	1	0	2	5,328	104	1	0	2			
	R5 with VR		5,771	113	3	0	1	6,061	119	3	0	1			
P70	R2 with VR	60	6,167	121	2	0	2	6,396	125	2	0	2	0.92	0.88	0.84
	R3 with VR		5,978	117	1	0	2	6,110	120	1	0	2			
	R4 with VR		5,772	113	1	0	2	5,962	117	1	0	2			
	R5 with VR		6,482	127	3	0	1	6,799	133	3	0	2			

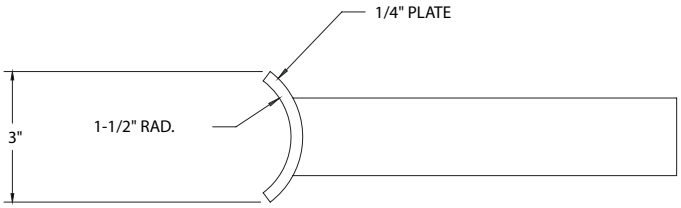
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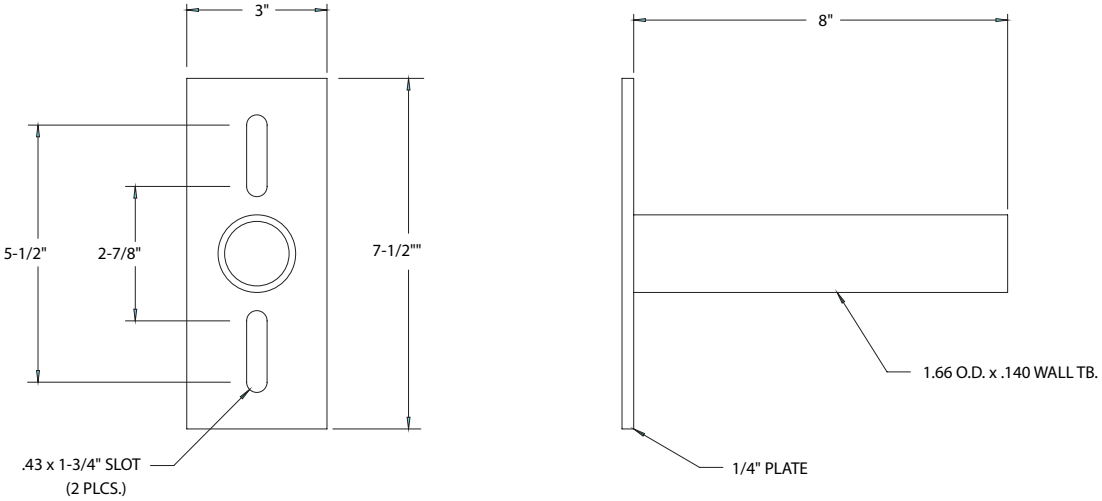
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UMR POLE ADAPTOR

RECOMMENDED FOR USE WITH POLES OF 4" DIAMETER OR SMALLER





UMS POLE ADAPTOR

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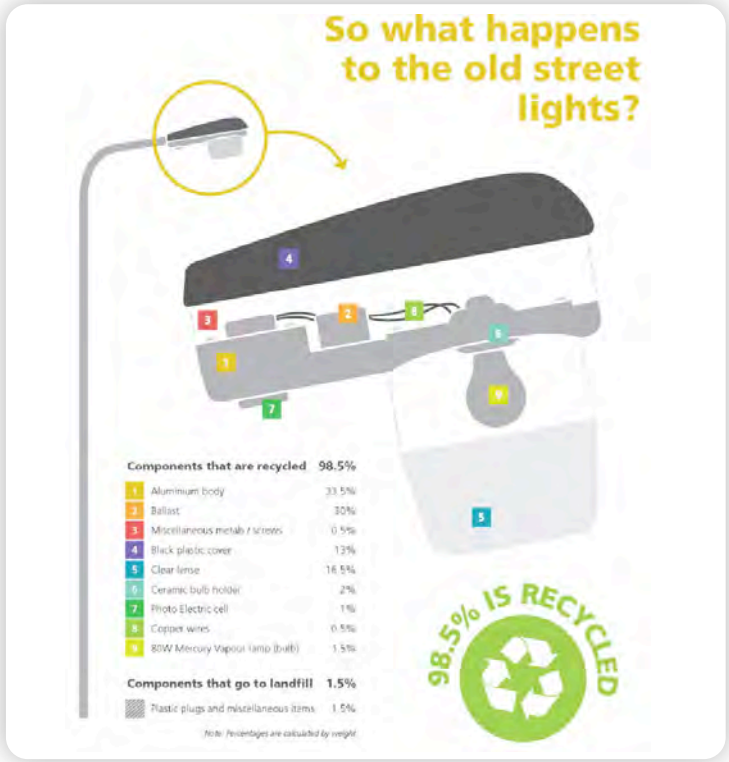
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Project Recycling

Concurrent with the upgrade installations, Dalkia will dismantle and recycle all parts of the existing luminaires. Components that will be recycled include the fixture housing, lamp, ballast, and all internal wiring as shown in the image. Dalkia will work with the City of Santa Fe to properly dispose of recyclables with licensed local vendors.

Dalkia will provide recycling certificates for recycled components to the City of Santa Fe.



Community/Public Outreach

Dalkia will begin a process of public outreach. Methods of outreach could include a press release and a regularly updated webpage. The goals of this public outreach will be to:

1) Educate the Citizens of Albuquerque about the benefits of upgrading existing lamps to LED technology

2) Provide regular updates to the upgrade phasing schedule

a. Including neighborhoods and anticipated road closures

b. Significant road closures will be announced with additional press releases beyond publication on the website

3) Provide a means for public feedback and FAQs

4) Establish means for public communication post install



Commissioning/Acceptance of Work

Within forty-five (45) days of the Commencement Date, Dalkia will provide a written Commissioning and Quality Assurance Plan to include testing, inspection, and operational validation procedures. The Commissioning and Quality Assurance Plan will establish procedures for commissioning each Segment. Upon completion of a Segment of the Works Phase, Dalkia will commission the completed work in partnership with the City in accordance with the agreed upon plan. Key elements of this plan may include:

- Detailed micro-schedules to inform the City of Santa Fe and PNM of weekly activity and forecast of upcoming conversions.
- Coordinated inspections for Traffic Safety and Quality of Work.
- Formal transmittal of completed assets to the City of Santa Fe and PNM.
- Real-time data entry into Dalkia's CMMS system for tracking inventory and maintenance.
- Electronic transmission of asset conversion completion to PNM for billing rate changes.

Dalkia will run two concurrent processes of acceptance and commissioning. One with the City to validate completion of the works and hand off ownership, and one with PNM in order to commence billing under the LED tariff.

- The City will participate with Dalkia in the commissioning plan on a bi-weekly basis

Liberty Mutual Surety
175 Berkeley Street, Boston MA 02116

January 27, 2021

Re: Bonding Capacity for – Dalkia Energy Solutions, LLC
200 Cummings Center, Suite 177-C
Beverly, MA 01915

To whom it may concern:

It has been the privilege of Liberty Mutual Insurance Company to provide surety bonds for Dalkia Energy Solutions, LLC for many years. During that time they have completed and we have bonded various projects in size and scope. At present time, Liberty Mutual Insurance Company provides a $5,000,000 single/$20,000,000 aggregate surety program for Dalkia Energy Solutions, LLC.

This letter is not to be construed as an agreement to provide surety bonds for any particular project but is offered as an indication of Liberty Mutual Insurance Company's past experience and confidence in the firm. We reserve the right to review terms and conditions of any proposals, contract documents, bond forms, financial arrangements and other underwriting considerations at the time the contract is awarded. We assume no liability to third parties or to you if for any reason we do not execute the said bond.

Liberty Mutual Insurance Company is listed on the U.S. Treasury Departments list of acceptable sureties and is rated " A" by A.M. Best.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Liberty Mutual Insurance Company

Melissa L. Fortier

Melissa L. Fortier
Attorney In Fact

PUBLIC SERVICE COMPANY OF NEW MEXICO
ELECTRIC SERVICES

16TH REVISED RATE NO. 20
CANCELING 15TH REVISED RATE NO. 20

INTEGRATED SYSTEM STREETLIGHTING
AND FLOODLIGHTING SERVICE

APPLICABILITY: Applicable to any municipal corporation or other political subdivision within the State of New Mexico (for purposes of this Rate Schedule, "Customer") that receives service for streetlighting and floodlighting systems within all areas served by the company in New Mexico.

AVAILABILITY: Available within all areas served by the company in New Mexico.

A. Appendix A: Appendix A shall be a list of Company-owned LED streetlights that are operational substitutes for standard Mercury Vapor ("MV"), Low Pressure Sodium ("LPS") and High Pressure Sodium ("HPS") fixtures. Appendix A shall be publicly available on the Company's website and shall be updated periodically by the Company to reflect updates for operational substitutes currently available from suppliers.

B. Operational Substitute No. 1: Operational Substitute No. 1 shall be a Company-owned LED light identified in Appendix A to this tariff that is an operational substitute for the existing 175W MV, 55W LPS, 70W HPS and 100W HPS streetlight fixtures.

C. Operational Substitute No. 2: Operational Substitute No. 2 shall be a Company-owned LED light identified in Appendix A to this tariff that is an operational substitute for the existing 400W MV, 135W LPS, 200W HPS and 250W HPS streetlight fixtures.

D. Operational Substitute No. 3: Operational Substitute No. 3 shall be a Company-owned LED light identified in Appendix A to this tariff that is an operational substitute for a 400W HPS streetlight fixture.

MINIMUM CHARGE: Payment for lamps, standards, and lighting fixtures installed in accordance with the rates specified below.

TERMS OF PAYMENT: All bills are net and payable within twenty (20) days from the date of bill. If payment for any or all electric service rendered is not made within thirty (30) days from the date the bill is rendered, the Company shall apply an additional late payment charge as defined in Rate 16 Special Charges.

NET RATE PER MONTH OR PART THEREOF: The charge per month will be the sum of the applicable components of A, B, C, D, E, F and G. All monthly kWh listed for unmetered lighting assumes dusk-to-dawn operation at an average of 355.5 hours per month.

Advice Notice No. 545

Gerard T. Ortiz
Vice President, PNM Regulatory Affairs & Economic Development
GCG#524210

EFFECTIVE
FEB - 1 2018
REPLACED BY NMPRC
BY Commission Order Case #16-00276-UT

PUBLIC SERVICE COMPANY OF NEW MEXICO
ELECTRIC SERVICES

16TH REVISED RATE NO. 20
CANCELING 15TH REVISED RATE NO. 20

INTEGRATED SYSTEM STREETLIGHTING
AND FLOODLIGHTING SERVICE

A. LIGHT CHARGE (for unmetered lights where maintenance is provided by the Company and included in the Monthly Charge):

Standard Light Type	Monthly kWh Usage	Monthly Charge (Company Owned)	Monthly Charge (Customer Owned)
Mercury Vapor Lights (1)			
175W MV	73	$14.14	$ 5.54
400W MV	162	$21.47	$12.30
Low Pressure Sodium Lights (1)			
55W LPS	28	$12.70	$ 2.13
135W LPS	63	$17.13	$ 4.78
High Pressure Sodium Lights			
70W HPS	31	$10.95	$ 2.35
100W HPS	45	$12.02	$ 3.42
200W HPS	89	$14.99	$6.76
250W HPS	107	$17.29	$8.12
400W HPS	165	$21.70	$12.53

(1) Service under this rate is restricted to those installations and customers receiving service as of August 21, 2011.

B. METERED SERIES STREET LIGHTING: For PNM owned and maintained metered lights, and customer owned metered lights where maintenance is provided by the Company and is included in the monthly charge.

Description	Monthly Rate (Company Owned (1))	Monthly Rate (Customer Owned)
Metered Lighting	$0.1940070	$0.0561839

(1) Service under this rate is restricted to those installations receiving service as of August 21, 2011.

C. COMPANY OWNED AND MAINTAINED LED LIGHTING, AND CUSTOMER OWNED AND MAINTAINED LIGHTING (for unmetered lights where maintenance is not provided by the Company and is not included in the Monthly Charge):

Advice Notice No. 545

Gerard T. Ortiz
Vice President, PNM Regulatory Affairs & Economic Development
GCG#524210

EFFECTIVE

FEB - 1 2018

REPLACED BY NMPRC
BY Commission Order Case #16-00276-UT

PUBLIC SERVICE COMPANY OF NEW MEXICO
ELECTRIC SERVICES

16TH REVISED RATE NO. 20
CANCELING 15TH REVISED RATE NO. 20

INTEGRATED SYSTEM STREETLIGHTING
AND FLOODLIGHTING SERVICE

Fixture Wattage Range (Wattage includes all ballast or driver losses (if applicable)	Monthly kWh Usage (1), (2)	Company Owned And Maintained Option for LED Lighting-Monthly Charge Per Unit Monthly kWh Usage * ($0.0561839 per kWh + $0.1441851 per kWh)		Customer Owned and Maintained Lighting-Monthly Charge Per Unit Monthly kWh Usage * $0.0561839 per kWh
0.0 to 10.0 Watts	3.6	$ 0.71		$ 0.20
10.1 to 20.0 Watts	7.1	$ 1.42		$ 0.40
20.1 to 30.0 Watts	10.7	$ 2.14		$ 0.60
30.1 to 40.0 Watts	14.2	$ 2.85	(3)	$ 0.80
40.1 to 50.0 Watts	17.8	$ 3.56		$ 1.00
50.1 to 60.0 Watts	21.3	$ 4.27		$ 1.20
60.1 to 70.0 Watts	24.9	$ 4.99		$ 1.40
70.1 to 80.0 Watts	28.4	$ 5.70		$ 1.60
80.1 to 90.0 Watts	32.0	$ 6.41		$ 1.80
90.1 to 100.0 Watts	35.6	$ 7.12		$ 2.00
100.1 to 110.0 Watts	39.1	$ 7.84		$ 2.20
110.1 to 120.0 Watts	42.7	$ 8.55	(4)	$ 2.40
120.1 to 130.0 Watts	46.2	$ 9.26		$ 2.60
130.1 to 140.0 Watts	49.8	$ 9.97		$ 2.80
140.1 to 150.0 Watts	53.3	$ 10.68		$ 3.00
150.1 to 160.0 Watts	56.9	$ 11.40		$ 3.20
160.1 to 170.0 Watts	60.4	$ 12.11		$ 3.40
170.1 to 180.0 Watts	64.0	$ 12.82		$ 3.60
180.1 to 190.0 Watts	67.5	$ 13.53		$ 3.79
190.1 to 200.0 Watts	71.1	$ 14.25		$ 3.99
200.1 to 210.0 Watts	74.7	$ 14.96		$ 4.19
210.1 to 220.0 Watts	78.2	$ 15.67		$ 4.39
220.1 to 230.0 Watts	81.8	$ 16.38		$ 4.59
230.1 to 240.0 Watts	85.3	$ 17.10		$ 4.79
240.1 to 250.0 Watts	88.9	$ 17.81		$ 4.99

Advice Notice No. 545

Gerard T. Ortiz
Vice President, PNM Regulatory Affairs & Economic Development
GCG#524210

EFFECTIVE
FEB - 1 2018
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PUBLIC SERVICE COMPANY OF NEW MEXICO
ELECTRIC SERVICES

16TH REVISED RATE NO. 20
CANCELING 15TH REVISED RATE NO. 20

INTEGRATED SYSTEM STREETLIGHTING
AND FLOODLIGHTING SERVICE

250.1	to	260.0	Watts	92.4	$ 18.52	(5)	$ 5.19
260.1	to	270.0	Watts	96.0	$ 19.23		$ 5.39
270.1	to	280.0	Watts	99.5	$ 19.94		$ 5.59
280.1	to	290.0	Watts	103.1	$ 20.66		$ 5.79
290.1	to	300.0	Watts	106.7	$ 21.37		$ 5.99
300.1	to	310.0	Watts	110.2	$ 22.08		$ 6.19
310.1	to	320.0	Watts	113.8	$ 22.79		$ 6.39
320.1	to	330.0	Watts	117.3	$ 23.51		$ 6.59
330.1	to	340.0	Watts	120.9	$ 24.22		$ 6.79
340.1	to	350.0	Watts	124.4	$ 24.93		$ 6.99
350.1	to	360.0	Watts	128.0	$ 25.64		$ 7.19
360.1	to	370.0	Watts	131.5	$ 26.36		$ 7.39
370.1	to	380.0	Watts	135.1	$ 27.07		$ 7.59
380.1	to	390.0	Watts	138.6	$ 27.78		$ 7.79
390.1	to	400.0	Watts	142.2	$ 28.49		$ 7.99

(1) Monthly kWh usage = Maximum Wattage in range x 355.5 hours per month / 1,000 Watts per kW.

For lights larger than 400W, the applicable usage and rate shall be the sum of the 390.1 - 400.0 Watts row in the table above plus a wattage range such that the resulting range encompasses the actual wattage of the light (Example: for a 600 Watt light, the applicable usage and charge is determined by adding the 390.1 – 400.0 Watts row and the 190.1 – 200.0 Watts row together, resulting in a 590.1 – 600.0 Watt Range with a monthly usage of 213.300 kWh.).

C.1 CUSTOMER OWNED AND MAINTAINED METERED LIGHTING: For Customer-owned metered lights (excluding B above) where maintenance is not provided by the Company and is not included in the monthly charge:

Description	Monthly Rates (Customer Owned)
Metered Lighting	$ 0.0561839

Advice Notice No. 545

Gerard T. Ortiz
Vice President, PNM Regulatory Affairs & Economic Development

GCG#524210

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BY Commission Order Case #16-00276-UT

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D. POLE CHARGE: For company owned lighting attached to a dedicated street lighting pole.

Description	Monthly Charge (Company Owned)
Wood Pole	$ 4.86
Non-Wood Pole	$ 9.45

E. FUEL AND PURCHASED POWER COST ADJUSTMENT: All kWh usage under this tariff will be subject to the Fuel and Purchase Power Cost Adjustment Clause ("FPPCAC") factors calculated according to the provisions in PNM's Rider 23.

The appropriate FPPCAC factors will be applied to all kWh appearing on bills rendered under this tariff.

F. OTHER APPLICABLE RIDERS: Any other PNM riders that may apply to this tariff shall be billed in accordance with the terms of those riders.

G. SPECIAL TAX AND ASSESSMENT ADJUSTMENT: Billings under this Schedule may be increased by an amount equal to the sum of the taxes payable under the Gross Receipts and Compensating Tax Act and of all other taxes, fees, or charges (exclusive of ad valorem, state and federal income taxes) payable by the utility and levied or assessed by any governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

SPECIAL CONDITIONS:

I. Installation and Ownership of Lighting Facilities:

a) Company Owned Lighting Facilities-
Upon request from the Customer, the Company shall convert or install Company owned streetlighting fixtures at its own expense up to the limits provided by the Installation Allowance Table below, with any remaining expenses being the responsibility of the Customer. All lighting facilities shall be and remain the property of the Company.

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Company Owned Light & Pole Installation Allowances

High Pressure Sodium Lighting Facilities	
70W High Pressure Sodium Street Light	$ 920.00
100W High Pressure Sodium Street Light	$ 920.00
200W High Pressure Sodium Street Light	$ 880.00
250W High Pressure Sodium Street Light	$ 980.00
400W High Pressure Sodium Flood Light	$ 980.00
400W High Pressure Sodium Street Light	$ 980.00
Light Emitting Diode ("LED") Lighting Facilities	
Operational Substitute No. 1	$ 160.00
Operational Substitute No. 2	$ 480.00
Operational Substitute No. 3	$ 1,040.00
Dedicated Streetlight Poles	
Wood Pole	$ 520.00
Non-Wood Pole	$ 1,010.00

b) Customer Owned Lighting Facilities-

i. The Customer shall be obligated to install its own streetlighting fixtures and poles at its own expense. The Company shall inspect and approve all Customer installed streetlighting prior to it being placed under this Rate.

ii. If requested by the Customer, poles or fixtures may be installed by the Company or an agent approved by the Company. Customer shall pay the Company for all installation costs of the facilities where such installation is done by the Company or the Company's agent.

iii. All facilities installed to provide electric service to customer owned streetlights under this tariff shall be and remain the property of the Company.

iv. The Customer is required to provide specific performance data on the total energy consumption of each non-standard fixture installed.

II. Highway Signs:

No service to or maintenance of highway signs connected to the lighting system is included under this schedule.

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III. Changes and Additions:

Changes and Additions to already installed Company-owned or Customer-owned luminaries, poles, lights and fixtures (for purposes of this Rate Schedule, "Lights and Poles"):

A. Company-owned:

1. Except as otherwise provided by state regulation or law, the Customer shall pay all costs for:
   a. Any conversions of Company-owned Lights or Poles made at the request of the Customer, subject to the allowances set forth in this rate schedule; and
   b. Any move or relocation of Company-owned Lights and Poles, including but not limited to regrading, rerouting, improvement or widening, that is undertaken for aesthetic purposes.
2. Except as otherwise provided by state regulation or law, the Company shall include in its rates, all costs of:
   a. Repairs, fixture replacements or knock-down replacements of the Company's Lights and Poles that are necessitated by accidents, vandalism, projectiles, thefts or acts of nature.
   b. Mandatory replacement of or alterations to working luminaire to bring into compliance with changes in federal or state laws to serve the public health and safety.
   c. Any move or relocation of Company-owned Lights and Poles, including but not limited to regrading, rerouting, improvement or widening, that is undertaken by the Customer for reasons associated with municipal, county or other local improvement projects required in the interest of public health and safety. The Customer must inform the Company in writing that any move or relocation is being undertaken for public health and safety reasons.
      i. After written notification from the Customer, if the Company disputes that any move or relocation of Company-owned Lights and Poles benefits public health and safety, the Company shall be required to notify the Customer in writing within fourteen (14) business days.
      ii. If the Customer and the Company cannot reach agreement as to whether any support, disconnect, relocation or removal of Company- owned Lights and Poles benefits public health and safety, the Customer shall file an application with the NMPRC, requesting the NMPRC to determine if the public interest would be better served if the costs of such support, disconnect, relocation or removal should be deemed a cost of service item for the Company.

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B. Customer-owned:

1. If requested by the Customer, Company agrees to make all repairs, alterations, fixture replacements or knock-downs replacements of Customer-owned Lights and Poles necessitated by accidents, vandalism, projectiles, thefts, acts of nature or existing or future laws or ordinances. The Customer shall pay all costs associated with such replacements.
2. Customer agrees to coordinate recovery efforts with Company in instances where Company has potential legal liability from claims of the parties responsible for Customer-owned Light and Pole damage.

The Company will, upon receipt of any information pertaining to the identity and circumstances of a knock-down or a copper theft associated with a Customer-owned Light or Pole, furnish to the customer a copy of that information.

IV. Operation and Maintenance:

A. Total Company-Owned System:
The Company will perform normal operation and maintenance of the lighting system which includes routine maintenance, repairs and fixture servicing including all spot lamp replacement required by faulty lamps.

Mandatory replacement of or alterations to working luminaire to bring them into compliance with existing or future laws or ordinances that are not otherwise specifically addressed by other provisions of this tariff will be performed by the Company at the expense of the customer.

It shall be the duty of the customer to report to the Company the failure of any lamp covered by the Rate to burn, or to burn adequately, and it shall thereafter be the obligation of the Company to at once restore such lamp to service subject, however, to the provisions of Special Conditions I, above and to subsequent provisions of this item as to replacements. Any lamp so reported as failing to burn, or to burn adequately, shall be replaced or repaired and returned to regular operation within seventy-two (72) hours from the time of notice of such failure to the Company. Pole hits and failures due to the loss of underground conductors or control equipment are excluded from the 72 hour requirement and shall be repaired as material availability and scheduling permits.

B. Total Customer-Owned System:
Page 1; Section A - "Light Charge (for unmetered lights where maintenance is provided by the Company and included in the Monthly Change": Maintenance under this section includes faulty photoelectric cell replacement, faulty lamp replacement, faulty fixture fuse replacement, and

incidental lens cleaning.

Page 2; Sections B - "Metered Series Street Lighting", and C - "Customer Owned and Maintained Lighting". Maintenance under these sections is the responsibility of the customer.

All other operation and maintenance, including traffic control costs and troubleshooting customer owned systems may be done by the Company at the request and expense of the customer. The Company will not stock maintenance items that are considered nonstandard by the Company for use in maintaining customer-owned lighting systems. Stocking of these nonstandard items is the sole responsibility of the customer.

V. Termination:

Service to any lamp installed hereunder shall be terminated by the Company upon receipt of thirty (30) days notice and coincident with such notice, payment of the Company's depreciated investment for any lamp and/or pole associated with the removal of any Company owned lighting facilities.

VI. In the event of a conflict between the terms of this rate schedule and any provision contained in the streetlighting contract in effect, the relevant terms of the rate schedule shall control.

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GLOBAL MANAGEMENT PERFORMANCE CONTRACT

Between

CITY OF ALBUQUERQUE

and

CITELUM US, INC.

GLOBAL MANAGEMENT PERFORMANCE CONTRACT

THIS GLOBAL MANAGEMENT PERFORMANCE CONTRACT (together with the schedules, appendices and exhibits attached hereto, this "Agreement") is made this 28th day of September, 2017, ("Effective Date") by and between Citelum US, Inc. and its successors and permitted assigns ("CONTRACTOR") and the City of Albuquerque, a political subdivision of the State of New Mexico ("CLIENT"). (CONTRACTOR and CLIENT being sometimes referred to herein as a "Party" or collectively as the "Parties").

WITNESSETH

WHEREAS, CLIENT desires to engage CONTRACTOR to among other things: finance, install, operate and maintain certain high-efficiency Infrastructure (as defined herein) for the purpose of reducing energy consumption, increase Energy Savings (as defined herein), improve public and traffic safety, enhance economic development, and achieve other budget savings for the System (as defined herein); all of which shall be subject to the terms and conditions of this Agreement;

WHEREAS, CONTRACTOR provides technical, engineering, and physical infrastructure works and management performance services (to perform energy efficient, sustainable lighting system solutions on a global basis) and designs, installs and operates Artistic Lighting (as defined herein) and Smart City Instruments (as defined herein);

WHEREAS, CLIENT awarded CONTRACTOR the solicitation titled 'Evaluation and Implementation of Energy Efficiency and Reduced Maintenance on City Owned and Maintained Street Lighting' Request for Proposals: P201600023 ("Request for Proposal" or "RFP") and desires to activate Phase IV thereunder pursuant to this Agreement (the RFP and Phase I & II Deliverables of the RFP are incorporated herein by reference);

WHEREAS, CLIENT and CONTRACTOR seek to enter into this Agreement and set out the terms and conditions by which CONTRACTOR will finance, develop, install and construct, operate and maintain the Infrastructure and the System, develop and install Artistic Lighting and Smart City Instruments projects and provide the Works (as defined herein) and Services (as defined herein) for CLIENT; and

WHEREAS, the "Agreement for the Evaluation and Implementation of Energy Efficiency and Reduced Maintenance on City Owned and Maintained Street Lighting," executed on July 22, 2016, by and between CLIENT and CONTRACTOR is superseded and replaced by this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, CLIENT and CONTRACTOR hereby covenant and agree as follows:

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WORKING DRAFT
PRIVILEGED AND CONFIDENTIAL

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**The exhibits are subject to revision and modification upon mutual agreement of the Parties.

ARTICLE 1: DEFINITIONS; COMMENCEMENT AND TERM

1.1 Definitions

Capitalized terms used in this Agreement, the Schedules or the exhibits and not otherwise defined shall have the meanings given to such terms in Schedule 1 (Definitions).

1.2 Commencement and Duration

The term of this Agreement shall be for a period of fifteen (15) years ("Term"), commencing on the Commencement Date (as defined below), unless terminated earlier or extended in accordance with the provisions hereof. The term "Commencement Date" shall mean thirty (30) days after the date the CONTRACTOR achieves Financial Closing; provided, however, the Commencement Date shall be no earlier than sixty (60) days after the Effective Date of the Agreement. Notwithstanding the foregoing, the Agreement shall be effective and binding upon the Parties on the Effective Date.

1.3 Term Extensions

This Agreement may be extended for the period and under the circumstances that follow:

(a) Upon mutual agreement in writing by the Parties to extend the Term of this Agreement for a period described therein.

(b) If the Acceptance Date is delayed past 12 months from the Commencement Date, the Term of this Agreement will be extended on a month to month basis for such delay, to ensure that all scheduled payments in Section 1.4 to Schedule 4 (Payment Mechanism) can be made within the Term.

(c) If a Supervening Event occurs, the CONTRACTOR shall, in addition to any other rights which it may have under this Agreement, be entitled to an extension of time for the performance of its obligations hereunder, which extension shall be determined as set forth below.

(1) The CONTRACTOR shall give notice in writing to CLIENT within a reasonable time of the occurrence of a Supervening Event, but in any event not later than ten (10) Business Days after the CONTRACTOR becomes aware of the occurrence of the Supervening Event, which shall include the following: (i) a statement of the nature of the Supervening Event; (ii) details of the circumstances from which the Supervening Event arises; (iii) details of the consequences, whether direct or indirect, financial or non-financial, which such Supervening Event may have, including any estimate of the required extension of time for the performance by the CONTRACTOR of its obligations hereunder (the "Extension Estimate"); and (iv) details of any measures which the CONTRACTOR proposes to adopt to mitigate the consequences of such Supervening Event.

(2) CLIENT shall indicate whether it agrees or not with the Extension Estimate as soon as reasonably practicable and, in any event, within twenty (20) Business Days of receipt of any notice issued by the CONTRACTOR. If CLIENT does not agree with the Extension Estimate, the Parties may refer the matter for determination in accordance with the applicable dispute resolution procedure as set forth herein. If CLIENT so agrees, or any extension is settled pursuant to the dispute resolution procedure the term of the Agreement shall be extended by a period equal to such agreed/settled extension.

ARTICLE 2: GENERAL OBLIGATIONS

2.1 Engagement. CLIENT hereby engages and CONTRACTOR hereby accepts the engagement to perform and/or to provide the Works and the Services, each in accordance with the terms and conditions of this Agreement.

2.2 Independent Contractor. CONTRACTOR shall provide the Infrastructure, Smart City Instruments and Artistic Lighting at its sole cost and expense, perform the Works and provide the Services, as an independent CONTRACTOR with exclusive control of the manner and means of performing the Works and Services in accordance with the requirements of this Agreement. CONTRACTOR has no authority to act or make any agreements or representations on behalf of CLIENT. This Agreement is not intended, and shall not be construed to create, between CLIENT and CONTRACTOR, the relationship of principal and agent, joint-venturers, copartners or any other such relationship, the existence of which is hereby expressly denied. No employee or agent of CONTRACTOR shall be, or shall be deemed to be, an employee or agent of CLIENT.

2.3 Conditions Precedent. This Agreement and all obligations of the CONTRACTOR hereunder or in respect hereof are subject to and conditioned upon: (a) all necessary approvals of this Agreement and all terms and conditions hereof by CLIENT and/or applicable executive board, commission, council or other governing body or Governmental Authority with jurisdictional authority over CLIENT, if any, and (b) the achievement by CONTRACTOR of Financial Closing.

2.4 Financing and Contingency Deadline. CLIENT authorizes CONTRACTOR to obtain financing in its sole discretion for purposes of funding the Project and CLIENT agrees to cooperate with CONTRACTOR in connection therewith. CONTRACTOR shall have until the Contingency Deadline to achieve Financial Closing. The Contingency Deadline shall be thirty (30) days after the Effective Date of this Agreement. If the CONTRACTOR fails to achieve Financial Closing for the Project by the Contingency Deadline, such Contingency Deadline may be extended as mutually agreed in writing by the Parties or either Party may terminate this Agreement upon thirty (30) days' notice, whereupon the Parties shall have no further obligation or liability to the other under this Agreement unless otherwise provided.

2.5 CLIENT General Obligations. The CLIENT, without cost to CONTRACTOR, shall:

(a) Designate a contact person with authority to make decisions for CLIENT regarding the Works and Services and provide CONTRACTOR with information sufficient to contact such person in an emergency;

(b) Coordinate the aspects of the Works and Services under CLIENT's sole control so as not to disrupt the performance of the Works and Services proceeding in an efficient manner;

(c) Provide CONTRACTOR reasonable and scheduled access to the System and the Smart City Instruments and Artistic Lighting project sites where Works or Services are to be performed so that Works or Services may proceed in an efficient manner;

(d) Permit CONTRACTOR to control and/or operate all Infrastructure, Artistic Lighting, Smart City Instruments, System, apparatus, and related machinery necessary to perform the Works or Services, including granting the CONTRACTOR all necessary rights and licenses therein;

(e) Furnish CONTRACTOR with all blueprints, surveys, legal descriptions and documentation, and all other available information pertinent to the Works as the same may be reasonably requested by CONTRACTOR that is in the control of the CLIENT. Such plans, blueprints, surveys and all other pertinent information, along with an executed copy of this Agreement, with its schedules and exhibits, shall be kept and maintained in CLIENT's and CONTRACTOR's files from the Commencement Date until at least five (5) years after the termination of this Agreement;

(f) Furnish or assist CONTRACTOR with all approvals, permits and consents from Governmental Authorities and others as may be required for performance of the Works and Services;

(h) Make available to CONTRACTOR any safety requirements and other policies, plans or programs that are in the CLIENT's possession and relate to the System, Smart City Instruments and Artistic Lighting and that could reasonably be determined to affect the Works or Services, as applicable;

(i) Coordinate with the local utility all needed servicing for utility owned facilities needed for System operation. Any costs therein shall be borne by CLIENT.

2.6 Confidential and Proprietary Information. Subject to Applicable Law, CLIENT acknowledges that the technical and pricing information contained in Schedule 2 & Schedule 3 and conspicuously marked therein is confidential and proprietary to CONTRACTOR and agrees not to disclose it or otherwise make it available to others unless required by Applicable Law. In the event that such disclosure is required by Applicable Law, CLIENT shall make best effort to provide timely written notice of the demand for such disclosure to CONTRACTOR and work with CONTRACTOR to limit disclosure of confidential and proprietary information.

2.7 Receipt of Title. CLIENT acknowledges that it shall receive and take title to the Infrastructure, Smart City Instruments and Artistic Lighting on the Acceptance Date for each Segment of the Works and it shall receive title to repaired or replaced System assets upon installation.

2.8 Addressing Safety Issues During Works and Services. CONTRACTOR may voluntarily address suspected health or safety issues observed, but not caused by CONTRACTOR while at a facility during the course of CONTRACTOR's performance of the Works or the Services on the System, Smart City Instruments and Artistic Lighting. In the event CONTRACTOR does address such issues by making observations, reports, and suggestions or otherwise, CLIENT shall not hold, or attempt to hold, CONTRACTOR liable or responsible on account thereof.

ARTICLE 3: WORKS PHASE

3.1 Performance of the Works

(a) Commencing no later than the Commencement Date, CONTRACTOR shall perform the Works pursuant to and in accordance with Schedule 2 (Scope of Works). The activities of CONTRACTOR related to its performance of the Works shall be limited solely to those duties and obligations set forth in Schedule 2 (Scope of Works) including but not limited to the operation and maintenance of the Existing System and installation of the Infrastructure, Smart City Instruments and/or Artistic Lighting solutions.

(b) The Works will be performed in Segments and each Segment of the Works will be accepted independently upon completion of the Segment in accordance with the procedures set forth in Section 3.7 below. The Segments of the Works may be performed simultaneously.

(c) At the written request of either Party and under the terms of a separate Change Order and if both CONTRACTOR and CLIENT agree to the terms of the Change Order, CONTRACTOR will perform additional Works which are not detailed in this Agreement.

3.2 CONTRACTOR's Works Phase Obligations

In furtherance of Section 3.1 above, CONTRACTOR undertakes and covenants to CLIENT that it shall:

(a) be responsible for performing the Works, which shall include constructing and installing the Infrastructure, Smart City Instruments and Artistic Lighting in a manner consistent with the work schedule set forth in Schedule 2 (Scope of Works), Exhibits A, C & D, Applicable Law, and Prudent Industry Practice; provided, however, that CONTRACTOR is not required to conduct safety, acceptance or other tests, install new devices or Infrastructure, Smart City Instruments and Artistic Lighting or make modifications to any part of the System unless included as a part of the Works identified in the Schedule 2 (Scope of Works);

(b) perform all Works Phase activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Agreement;

(c) subject to the provisions of this Agreement, comply with and assist CLIENT to ensure compliance with all Applicable Law;

(d) exercise commercially reasonable efforts not to interrupt the operation of the System during its performance of the Works. In cases where an interruption is necessary to complete any installation of Infrastructure, the CLIENT and CONTRACTOR shall make reasonable efforts to agree on the timeframe and dates of the service interruption in order to limit citizen inconvenience; and

(e) use its best efforts to not impede, impair or interrupt CLIENT's electrical service to the System during the performance of the Works; provided however, the Works Phase will cause periodic electrical service interruptions and CONTRACTOR will make a reasonable effort to notify CLIENT of any interruptions and to minimize the interruptions.

(f) require all of its subcontractors to comply with Applicable Law and carryout the subcontracted Works in accordance with Prudent Industry Practices.

3.3 CLIENT's Works Phase Obligations.

In addition to all duties and obligations identified in Article 2, CLIENT undertakes and covenants to CONTRACTOR that it shall:

(a) comply with all Applicable Law;

(b) provide such reasonable assistance to and not unreasonably impede CONTRACTOR in the performance of the Works under this Agreement;

(c) perform all CLIENT responsibilities related to the Works, as the same is set forth in Schedule 2 (Scope of Works) and Schedule 5 (Acceptance Procedures); and

(d) review and check, or have an agent or contractor review and check, the Works for each Segment performed by CONTRACTOR from time to time as set forth in the Commissioning Plan and Quality Assurance Plan and provide any related comments in writing to CONTRACTOR.

3.4 Program for the Sequence and Timing of Works; Field Inspections

(a) CONTRACTOR shall record and maintain a Works schedule program or protocol as set forth in Schedule 2 (Scope of Works) and Exhibits A, C & D, and such Works schedule shall detail the Segments, sequence and timing of the activities necessary for the delivery and completion of the Works. CONTRACTOR shall record, update and maintain such Works schedule documentation and make such information available to CLIENT upon request. CONTRACTOR shall make commercially reasonable efforts to proceed with the Works in accordance with the Works schedule timeframes and shall give CLIENT reasonable notice of probable events or circumstances which may materially adversely affect or materially delay the execution of the Works in accordance with the Works schedule.

(b) For the entire duration of the Works, the representatives of the CLIENT will be able to access the System, Smart City Instruments and Artistic Lighting project sites provided that they have informed the CONTRACTOR within a reasonable timeframe. CLIENT may perform such field tests as it deems necessary to verify that the Works meets the performance standards required herein. CONTRACTOR shall be permitted to witness such tests. All inspections and tests by CLIENT shall be performed in such manner as not to unnecessarily delay the Works. CLIENT shall not exercise any prerogatives of project management or of project supervision when on the work sites.

3.5 Time for Completion of the Works

The expected date of completion of all of the Works shall be 12 months from the Commencement Date (hereinafter the "Expected Completion Date").

3.6 Extension of Time

Notwithstanding Section 3.5, CONTRACTOR shall be entitled to a reasonable extension of time for the completion of the Works beyond the Expected Completion Date, equal to but not greater than the period of delay, if and to the extent that completion is or will be delayed by any of the following:

(a) a Change Order; or

(b) any CLIENT failure to perform a Material Obligation under this Agreement; or

(c) any Supervening Event; or

(d) any delay, restriction or prevention of CONTRACTOR from performing the Works caused by or attributable to the CLIENT, its employees or agents, or the CLIENT's other contractors; or

(e) any delay, restriction or prevention of CONTRACTOR from performing the Works caused by or attributable to any relevant Governmental Authority, other than the CLIENT, from which a consent is necessary for execution of the Works provided CONTRACTOR has diligently, steadfastly and without delay pursued such consent in good faith.

If CONTRACTOR incurs or is likely to incur loss and/or expense as a result of an extension of time pursuant to subsection (a), (b) & (d) above, then subject to CONTRACTOR taking all reasonable steps to mitigate all losses and expenses, CLIENT shall reimburse CONTRACTOR directly for any such actual loss or expense, including all overhead, profit, additional System operation and maintenance costs, financing interest charges or expenses and other losses or costs incurred, which such amounts shall be set forth in the immediately succeeding monthly invoice issued to CLIENT in accordance with the terms and conditions contained in Schedule 4 (Payment Mechanism).

If CONTRACTOR incurs losses and expenses as a result of an extension of time pursuant subsection (c) & (e) above, then subject to CONTRACTOR taking all reasonable steps to mitigate the losses and expenses, the CLIENT and CONTRACTOR shall enter into negotiations to equitably allocate the losses and expenses between the Parties, unless agreed to otherwise in writing. If CLIENT and CONTRACTOR do not agree on an equitable allocation, the Parties may refer the matter for determination in accordance with the applicable dispute resolution procedure as set forth herein.

The obligations of CLIENT to pay any amounts described above are payable only from the available funds in the Revenue Fund and from the other security pledged under this Agreement, as set forth in Section 6.4 of the Main Body of the Agreement.

3.7 Acceptance

The Acceptance Date for each Segment of the Works shall occur when:

(a) a Segment of the Works is complete, in accordance with Schedule 5 (Acceptance Procedures), the start-up and commissioning thereof is complete, and the Infrastructure, Smart City Instruments and Artistic Lighting (if applicable) included in the Segment of the Works, as detailed in Schedule 2 (Scope of Works), may be utilized for their intended use;

(b) CONTRACTOR shall have delivered to CLIENT, lien waivers, sworn statements, guarantees, full releases, discharges or other evidence reasonably satisfactory to CLIENT that there are no liens (other than Permitted Security Interest), claims, or notices in respect thereof pending, filed, or threatened against CLIENT, CONTRACTOR, or the Infrastructure, Smart City Instruments and Artistic Lighting whatsoever in respect to that Segment of the Works. CONTRACTOR may, if any subcontractor refuses to furnish a release, discharge or receipt in full, furnish a bond satisfactory to CLIENT to indemnify the CLIENT against any such lien;

(c) CONTRACTOR shall have delivered all certificates of inspection or approval in respect of the Segment of the Works to the extent required under Applicable Law from any Governmental Authority; and

(d) CLIENT has issued a Certificate of Acceptance for the Segment of the Works in accordance with Schedule 5 (Acceptance Procedures).

3.8 Title to Infrastructure, Smart City Instruments & Artistic Lighting

(a) Upon Acceptance for each Segment of the Works, (1) legal title to and ownership of the upgraded Infrastructure, Smart City Instruments and Artistic Lighting therein shall transfer to CLIENT free and clear of any and all liens, claims, security interests or other encumbrances except Permitted Security Interest in the upgraded Infrastructure, installed Smart City Instruments and Artistic Lighting granted by CLIENT to CONTRACTOR pursuant to Section 6.3 of the Main Body of the Agreement, and (2) the CLIENT shall have all duties and responsibilities for the payment of post-Acceptance Works and Services Payments. Upon and after Acceptance, CLIENT shall at all times protect and defend, at its own cost and expense, its title and the Permitted Security Interest granted to CONTRACTOR in and to the Infrastructure, Smart City Instruments and Artistic Lighting from and against all claims, liens and legal processes of its creditors, and keep all the Infrastructure free and clear of all such claims, liens and processes except Permitted Security Interest.

(b) Notwithstanding Section 3.8(a) above, if any Software Products are installed or otherwise used to operate the System, Smart City Instruments or Artistic Lighting or provided to CLIENT under this Agreement, any such Software Products shall remain CONTRACTOR property, including the Intellectual Property conceived or developed by CONTRACTOR in the Software Products. All CONTRACTOR Pre-existing Intellectual Property that may be included in the Infrastructure, Smart City Instruments, Artistic Lighting, Works or the Services provided to CLIENT under this Agreement shall also remain CONTRACTOR's property. Any Software Products provided to CLIENT are for Permitted Users' use and only for the purposes disclosed to CONTRACTOR. CONTRACTOR hereby grants CLIENT a royalty-free (once payments due under this Agreement are paid to CONTRACTOR), non-transferable, nonexclusive license for the Term to use any CONTRACTOR's Intellectual Property solely as incorporated into the Infrastructure, Smart City Instruments and Artistic Lighting and CONTRACTOR's Intellectual Property as incorporated into any Software Products provided to CLIENT under this Agreement. Under such license, to the extent allowable by Applicable Law, Permitted Users shall have a right to:

(1) Use, in object code form only, the Software Products included in the Works and/or Services, if any;

(2) Make and retain archival and emergency copies of such Software Products except if the Software Product is embedded in the System, Smart City Instruments or Artistic Lighting; and,

(3) Use all such Software Products; provided however, the Software Products shall not be used or relied upon by any parties other than Permitted Users, and such use shall be limited to the particular project and location for which the Software Products are provided or used relative to the System, Smart City Instruments or Artistic Lighting.

All Software Products provided to CLIENT are for Permitted Users' use only for the purposes disclosed to CONTRACTOR, and CLIENT shall not transfer them to others or use them or permit them to be used for any extension of the Works or Services or any other project or purpose, without CONTRACTOR's express written consent, to the extent allowable by Applicable Law.

3.9 Workmanship Warranty

Except as otherwise expressly provided herein, CONTRACTOR warrants that all work performed during the Works Phase is in compliance with the terms of the Agreement and will be free from workmanship defects for a period of one (1) year from the Acceptance Date of the Final Segment of the Works. Should any defects develop during the warranty period, CONTRACTOR shall remedy the defects at no expense to the CLIENT, provided that CLIENT gives CONTRACTOR written notice of any such defect promptly after discovery.

3.10 Manufacturer Warranty

CONTRACTOR hereby transfers to CLIENT all transferable warranties and remedies provided to the CONTRACTOR by any manufacturer(s) or suppliers of the Infrastructure, Smart City Instruments and Artistic Lighting. CLIENT hereby grants the CONTRACTOR the authority and the right to, on behalf of the CLIENT, exercise all the CLIENT's rights and remedies under all transferable warranties during the Term.

ARTICLE 4: SERVICES PHASE

4.1 Performance of Services after Acceptance

No later than the Acceptance Date of the Final Segment of the Works, or such other date agreed to in writing between the Parties, CONTRACTOR shall commence performance of the Services Phase, consisting of those activities set forth in Schedule 3 (Scope of Services), including, but not limited to, the operation, maintenance, monitoring and management of the System and provide such Smart City Instrument and Artistic Lighting services set forth therein.

4.2 Performance Commitments of the CONTRACTOR

CONTRACTOR commits to achieving the Energy Savings and operation and maintenance Services objectives described in Schedule 3 (Scope of Services), and commits to performing the Services in accordance with the Key Performance Indicators ("KPI") outlined in Appendix 3A (Services Performance Objectives and Penalties/Incentives) to Schedule 3 (Scope of Services) (hereinafter the "Services Performance Objectives").

4.3 CONTRACTOR's Services Phase Obligations

In furtherance of Sections 4.1 and 4.2 above, CONTRACTOR undertakes and covenants to CLIENT that it shall:

(a) be responsible for performing the Services in a manner to achieve the Services Performance Objectives consistent with Schedule 3 (Scope of Services), Applicable Law, and Prudent Industry Practice.

(b) not impede, impair or interrupt CLIENT's utilization of the System or achievement of any Energy Savings, except with the express written consent of CLIENT when necessary for additional construction or maintenance, which consent will not be unreasonably withheld.

4.4 CLIENT's Services Phase Obligations

In addition to all duties and obligations identified in Article 2, CLIENT undertakes and covenants to CONTRACTOR that during the performance of the Services it shall:

(a) be obligated to compensate CONTRACTOR for the performance of the Services pursuant to and in accordance with the terms and conditions established in Schedule 4 (Payment Mechanism) and any other amounts due hereunder by the required due date(s) established therein; provided however, the obligations of CLIENT to pay any amounts described above are payable only from the available funds in the Revenue Fund and from the other security pledged under this Agreement, as set forth in Section 6.4 of the Main Body of the Agreement.

(b) subject to the provisions of this Agreement, comply with Applicable Law;

(c) provide such reasonable assistance to and not unreasonably impede CONTRACTOR in the performance of the Services under this Agreement; and

(d) perform all CLIENT responsibilities related to the Services.

ARTICLE 5: ENERGY SAVINGS PERFORMANCE ASSURANCE

5.1 System Baseline and Performance Baseline

(a) CONTRACTOR and CLIENT agree that the System Baseline data results set forth in Appendix 3A (Services Performance Objectives and Penalties/Incentives) to Schedule 3 (Scope of Services), is a full and reasonably accurate reflection of the System's equipment, operation, business use and energy usage as of the Effective Date, and that such System Baseline data will be the basis on which all future energy use will be compared in order to determine the Annual Realized Savings.

(b) CONTRACTOR and CLIENT agree that the Performance Baseline set forth in Appendix 3A (Services Performance Objectives and Penalties/Incentives) to Schedule 3 (Scope of Services) will represent the new operating and/or equipment profile of the System resulting from the installation of the Infrastructure and implementation of the Services.

(c) Notwithstanding any provision of this Agreement, no later than thirty (30) days prior to the Acceptance Date of the Final Segment of the Works, CONTRACTOR shall conduct an audit and inventory of the operational performance of the System. If additional Energy Savings are recognized after the audit and inventory, CONTRACTOR shall integrate and use all resulting data to calculate and revise the Performance Baseline accordingly.

5.2 Performance Guarantee and Measurement

(a) Commencing on the Acceptance Date of the Final Segment of the Works, the Annual Realized Savings calculated at the end of each Annual Period will be no less than the Guaranteed Annual Savings for the corresponding Annual Period (hereinafter the "Performance Guarantee"). The measurement and verification

calculation methodology for determining the Energy Savings shall be established in the M&V Plan, in accordance with Section 2.9 of Schedule 2 (Scope of Works).

(b) Except as otherwise provided, Guaranteed Annual Savings will be calculated as the System Baseline for each Annual Period as units of energy (kWh) minus the Performance Baseline for each month of each annual phase, assuming that the Performance Baseline has been maintained, as set forth in Appendix 3A (Services Performance Objectives and Penalties/Incentives) to Schedule 3 (Scope of Services).

(c) A Performance Guarantee Period savings reconciliation as identified in Section 1.2 of Appendix 3A of Schedule 3 will be performed by CONTRACTOR at the end of each Annual Period.

(d) Prior to the beginning of the Performance Guarantee Period, CONTRACTOR will have inspected all portions of the System and reported any deficiencies to CLIENT which are outside of the scope of the Works and which will impact Energy Savings of the System. To the extent that the deficiencies are not remedied by CLIENT prior to the Acceptance Date of the Final Segment of the Works, the adverse effect(s) on the ability of the System to attain the necessary Guaranteed Annual Savings shall be factored into the Annual Performance Report and, if necessary, the Performance Guarantee shall be adjusted accordingly.

5.3 Material Change

(a) As part of CONTRACTOR's performance of the Services, CLIENT and CONTRACTOR shall review the Performance Baseline and the Energy Savings data derived from the inventory and monitor the System in order to determine if a Material Change has occurred. If a Material Change has occurred, the Parties will determine what, if any, adjustments to the Performance Baseline and Services Performance Objectives are required by such Material Change. Any disputes between CLIENT and CONTRACTOR concerning any such adjustment shall be resolved in accordance with the applicable dispute resolution procedure as set forth herein.

(b) If any portion of the System or Infrastructure, or related facilities or substructure that supports or may affect the System or Infrastructure, is materially altered or moved by any person (including the CLIENT) other than CONTRACTOR or a person authorized by CONTRACTOR, CONTRACTOR reserves the right to perform a reacceptance test on, or if necessary a re-commissioning of the System or Infrastructure in order to determine if a Material Change has occurred. If the Parties agree that a Material Change has occurred after the reacceptance testing or re-commissioning, CLIENT agrees to pay reasonable costs on a time and materials basis for such testing.

5.4 Additional Provisions

(a) Except as otherwise provided, CONTRACTOR payments to CLIENT for Savings Shortfalls in accordance with Sections 1.1 & 1.2 of Appendix 3A of Schedule 3, if any, are the sole remedy of CLIENT under this Performance Guarantee contemplated in this Agreement. This provision shall not in any way effect the CLIENT's warranty rights set forth herein.

(b) As a mutual goal of the Parties is to maximize Energy Savings, if CONTRACTOR determines it can correct a Savings Shortfall through an operational improvement at no expense or material inconvenience to the CLIENT and without future operational expenses and without compromising lighting performance, then the Parties shall in good faith work to effectuate the operational improvement. Any disputes between CLIENT and CONTRACTOR concerning the implementation of such operational improvements shall be resolved in accordance with the applicable dispute resolution procedure as set forth herein.

(c) The Guaranteed Annual Savings are dependent upon and are subject to the express condition that the CLIENT does not intentionally and knowingly prevent, impede or obstruct the CONTRACTOR from operating and maintaining the System within a five percent (5%) variance from the Performance Baseline.

(d) CONTRACTOR will have no liability or obligation to continue providing the Services or to guarantee Energy Savings under the Performance Guarantee in the event that CLIENT unreasonably impairs CONTRACTOR's access to any part of the System where Services are to be performed.

ARTICLE 6: COMPENSATION; PERMITTED SECURITY INTEREST

6.1 Compensation

Subject to Section 6.4 below, CLIENT shall pay CONTRACTOR for performance of the Works and Services as provided in Schedule 4 (Payment Mechanism), as the same may be modified from time to time in accordance with this Agreement, and this Article 6.

6.2 General Obligation

Subject to Section 6.4 below, the obligation of CLIENT to pay Works Payments, any Termination Payment and to perform and observe the other covenants and agreements contained in this Agreement shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason whatsoever, including without limitation, any failure of the Infrastructure, Smart City Instruments or Artistic Lighting to perform as intended or expected, any defects, malfunctions, breakdowns or infirmities in the Infrastructure, Smart City Instruments or Artistic Lighting or any accident, condemnation or unforeseen circumstances, any nonpayment of any amounts payable by CONTRACTOR or any failure of CONTRACTOR to perform under this Agreement.

6.3 Security Interest

To secure the Works Payments and CLIENT's obligations related thereto under this Agreement, CLIENT grants to CONTRACTOR a security interest constituting a first lien on the Energy Savings Pledged Revenues, the Revenue Fund, the Infrastructure, Smart City Instruments and Artistic Lighting and any and all proceeds of any of the foregoing; provided however, no security interest is hereby granted on any Infrastructure and Smart City Instruments installed on New Mexico Department of Transportation owned street lights ("Permitted Security Interest"). CLIENT agrees to execute and authorizes CONTRACTOR to file such financing statements and other documents, in form satisfactory to CONTRACTOR, which CONTRACTOR deems necessary or appropriate to establish and maintain CONTRACTOR's security interest in the Infrastructure, Smart City Instruments and Artistic Lighting and the proceeds thereof. Upon the request of CONTRACTOR, CLIENT will, at CLIENT's expense, furnish a waiver of any interest in the Infrastructure, Smart City Instruments and Artistic Lighting from any party having an interest in any such real estate or building to which the Infrastructure, Smart City Instruments and Artistic Lighting is located.

6.4 Special Limited Obligation; Revenue Fund; Energy Savings Pledged Revenues

(a) As set forth in the Resolution and herein, the obligations of CLIENT under this Agreement, including its obligation to pay the Works Payments, Services Payments, Termination Payments and all other

amounts hereunder (except as specifically provided for in Section 2.3(c) of Schedule 2 (Scope of Work) and Section 2.3.2 and Article 4 of Schedule 3 (Scope of Services)), shall constitute a special limited obligation of CLIENT payable only from the Energy Savings Pledged Revenues and the other security pledged therefor under this Agreement. The Energy Savings Pledged Revenues are hereby pledged to secure the payment of the Works Payments, Services Payments, Termination Payments, and all other amounts payable hereunder and the performance and observance of all of the covenants, agreements, obligations and conditions contained herein. This Agreement shall not constitute an indebtedness of CLIENT within the meaning of any constitutional, Charter or statutory prohibition or limitation, nor shall this Agreement be considered or held to be a general obligation of CLIENT. Notwithstanding the foregoing, nothing herein shall preclude CLIENT from using other funding sources to pay any amounts due herein.

(b) As set forth and established in the Resolution, the CLIENT has created on its books and records a special, segregated account designated as the "Revenue Fund" into which CLIENT shall record, as received, all Energy Savings Pledged Revenues. So long as any amounts payable under this Agreement remain outstanding, including in the event of a termination where such Termination Payment is not paid in full by the CLIENT, the Energy Savings Pledged Revenues shall be set aside and appropriated by CLIENT in the Revenue Fund in accordance with the following schedule: 1) $1,866,672.00 shall be encumbered on the Effective Date, and for the purpose of this Agreement, shall be shall as though it is included in the Revenue Fund; 2) $3,266,672.00 shall be appropriated into the Revenue Fund no later than the 1st day of July, 2018; and 3) $3,500,000.00 shall be appropriated into the Revenue Fund no later than the 1st day of July each year thereafter. Amounts in the Revenue Fund shall be applied only to amounts payable by CLIENT under this Agreement and may not be pledged or applied for any other purpose; provided that the amount, if any, in the Revenue Fund in excess of the sum of the then-applicable Termination Payment plus the Works Payment payable on the next succeeding scheduled Works Payment date may be released from the Revenue Fund to CLIENT for any other purposes.

(c) No provision of this Agreement or the Resolution shall be construed to permit CLIENT to issue or incur obligations, other than this Agreement, payable from, or secured by, a pledge of, the Energy Savings Pledged Revenues.

(d) If State law or the Charter or any ordinance or part thereof, which affects the Energy Savings Pledged Revenues, shall ever be held to be invalid or unenforceable, CLIENT shall immediately take any action which is legally available to CLIENT necessary to produce sufficient Energy Savings Pledged Revenues to comply with the obligations of CLIENT hereunder.

(e) No law, ordinance or resolution of CLIENT which affects the Energy Savings Pledged Revenues shall be repealed or otherwise directly or indirectly modified in such a manner as to impair obligations of CLIENT hereunder or under the Resolution, unless the CLIENT's obligations hereunder have been discharged in full or provision has been fully made therefor.

6.5 Optional Prepayment

On either the five (5) year or ten (10) year anniversary of the Commencement Date, the CLIENT may prepay, in whole but not in part, its obligations to pay Works Payments and Services Payments upon written notice delivered to the CONTRACTOR at least 120 days in advance of such prepayment date, at a prepayment price equal to the Scheduled Termination Value for the prepayment date. Upon receipt of the full prepayment this Agreement shall terminate and the Parties shall have no further obligation or liability to the other under this Agreement.

ARTICLE 7: INSURANCE; LIMITATION OF LIABILITY; BONDING

7.1 CONTRACTOR Insurance

CONTRACTOR shall maintain at a minimum the insurance types and coverage amounts detailed in Section 1.23 of the Request for Proposal.

7.2 CLIENT Insurance

After Acceptance for each Segment, the CLIENT will maintain at its own expense, or self-insure for the equivalent risks (i) property insurance on an "all-risk" risk replacement basis in an amount not less than the full replacement cost of the accepted Infrastructure, Smart City Instruments and Artistic Lighting without optional deductibles, and cover all risk casualty risks including, without limitation, the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, testing and start-up, rebuilding and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and compensation for CONTRACTOR's services and expenses required as a result of such insured loss and (ii) liability insurance that protects the CONTRACTOR and Lender from liability in all events in form and amount satisfactory to the CONTRACTOR. If the insurance requires deductibles or retentions, CLIENT shall pay costs not covered because of such deductibles or retentions. Such insurance shall cover portions of the Works located off the facility, and also portions of the Works in transit. The insurance required by this section shall include the interests of CLIENT, CONTRACTOR, and Lender in the Works. Except where the CLIENT is self-insured, each of CONTRACTOR and Lender shall be named as an additional insured on each such insurance coverage and as loss payee in the case of property insurance. CLIENT shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of CONTRACTOR or Lender without first giving written notice thereof to CONTRACTOR at least thirty (30) days in advance of such cancellation or modification. CLIENT shall furnish to CONTRACTOR insurance certificates and other evidence of the insurance required to be maintained by the CLIENT. Insurance provided by CLIENT under any self-insurance plan or program shall be satisfactory to CONTRACTOR and Lender in all respects.

7.3 Casualty; Condemnation

If, prior to the termination of this Agreement, (a) the Infrastructure, Smart City Instruments and Artistic Lighting or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Infrastructure, Smart City Instruments and Artistic Lighting or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any Governmental Authority, CLIENT and CONTRACTOR will cause the net proceeds of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Infrastructure, Smart City Instruments and Artistic Lighting. Any balance of the net proceeds remaining after such work has been completed shall be paid to CLIENT. If any Infrastructure, Smart City Instruments and Artistic Lighting is replaced pursuant to this Section, the replacement Infrastructure, Smart City Instruments and Artistic Lighting shall be of similar type, utility and condition to the replaced Infrastructure, Smart City Instruments and Artistic Lighting and shall be of equal or greater value than, and shall provide at least the same level of energy and/or operational savings expected as, the replaced Infrastructure, Smart City Instruments and Artistic Lighting. CLIENT shall provide to CONTRACTOR any and all documents as CONTRACTOR may reasonably request in connection with such replacement, including, but not limited to, documentation in form and substance satisfactory to CONTRACTOR evidencing CONTRACTOR'S security interest in such replacement Infrastructure, Smart City Instruments and Artistic Lighting and CLIENT HEREBY GRANTS TO CONTRACTOR a first priority security interest in any such replacement Infrastructure, Smart City Instruments and Artistic Lighting. If the net proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in this Section, CLIENT shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the net proceeds, or (b) pay or cause to be paid to the CONTRACTOR the amount of the then applicable Termination Payment, and, upon such payment, this Agreement shall terminate. If CLIENT shall make any payments

pursuant to this Section, CLIENT shall not be entitled to any reimbursement therefor from CONTRACTOR or be entitled to any diminution of the amounts payable hereunder.

7.4 Limitation of Liability

Each Party assumes full responsibility and liability of its own actions, including all claims, demands, liabilities, suits, damages, costs and expenses arising out of or caused by its own acts or the acts of its respective directors, officers, members, shareholders, agents and employees to the extent such claims, demands, liability, suits, damages, costs and expenses arise out of this Agreement and are (a) attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property, (b) the result of a Party's gross negligence or willful misconduct, or (c) the result of a Party's violation of Applicable Law. Nothing herein is intended to serve as a waiver of sovereign immunity, nor shall anything herein be construed as consent by either Party to be sued by any third party for any cause or matter related to this Agreement. The Parties assume no liability for the actions or omission of the other's agents, representatives, employees, contractors or subcontractors.

CLIENT acknowledges and agrees that Lender is financing the acquisition of the Infrastructure, Smart City Instruments and Artistic Lighting. Lender has not been in the chain of title of the Infrastructure, Smart City Instruments and Artistic Lighting, does not operate, control or have possession of the Infrastructure, Smart City Instruments and Artistic Lighting and has no control over the Works performed by CONTRACTOR or CLIENT's or CONTRACTOR's installation, operation, use, storage or maintenance of the Infrastructure, Smart City Instruments and Artistic Lighting. Lender has no obligation with respect to the installation, operation, use, storage and maintenance of the Infrastructure, Smart City Instruments and Artistic Lighting or any other obligations of the Parties under this Agreement.

7.5 Bonding

Prior to the Commencement Date and through the Acceptance Date of the Final Segment of the Works, CONTRACTOR shall secure a surety bond(s) in the amount of $17,669,341 each as a security for the faithful performance of the Works Phase of the Project and for the payment of all labor and materials therein. These bonds must be furnished to CLIENT within thirty (30) days of the Commencement Date. The aforementioned surety bonds for the Works shall expire and automatically be released, without request from CONTRACTOR, one (1) year from the date of CLIENT's execution of a Certificate of Acceptance of the Final Segment of the Works. *See Exhibit I for the applicable bond forms for the Works Phase surety bonds.*

On the Acceptance Date of the Final Segment of the Works, CONTRACTOR shall secure separate surety bonds in the amount of $1,537,170 as security for the faithful performance of the Services Phase for such year and for the payment of all labor and materials therein. These bonds must be furnished to CLIENT within thirty (30) days after Acceptance Date of the Final Segment of the Works of this Agreement and thirty (30) days before each new Annual Period thereafter. The liability of CONTRACTOR under this bond is limited to the performance of the Agreement for the respective Annual Period. The liability of CONTRACTOR shall not be cumulative from Annual Period to Annual Period. *See Exhibit I for the applicable bond forms for the Services Phase annual surety bonds.*

Notwithstanding anything to the contrary herein, the surety bonds described in this Section 7.5 shall have no obligations therein and the surety of those surety bonds shall have no obligations hereunder with regard to CONTRACTOR's obligations under Article 5 above.

ARTICLE 8: HAZARDOUS MATERIALS PROVISIONS

8.1 The Works and Services may require installation or removal of System assets, Infrastructure, Smart City Instruments and Artistic Lighting that may contain de minimus amounts of hazardous materials and the identification, handling, storage, removal, and transportation of hazardous materials expressly identified in Exhibit F ("Hazardous Materials Within Scope"). CONTRACTOR shall properly install, handle, remove and transport such Hazardous Materials Within Scope. Where pursuant to the Works or Services, CONTRACTOR is to remove Hazardous Materials Within Scope, CONTRACTOR shall properly handle, remove and transport such Hazardous Materials Within Scope to a collection point located at an authorized disposal facility.

8.2 Except for Hazardous Materials Within Scope, the Works or Services does not include directly or indirectly performing or arranging for the detection, testing, handling, storage, removal, treatment, transportation, disposal, monitoring, abatement or remediation of any contamination of any part of the System, Smart City Instruments or Artistic Lighting project site at which Works or Services is performed and any part of the System, Smart City Instruments or Artistic Lighting project site where soil or groundwater is contaminated by petroleum or petroleum products (collectively called "Oil"), asbestos, PCBs or hazardous, toxic, radioactive or infectious substances, including any substances regulated under Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) or any other Applicable Law (collectively called "Hazardous Materials"), including without limitation: ionization smoke detectors, ballasts, mercury bulb thermostats, used oil, contaminated filters, contaminated absorbents, and refrigerant. CONTRACTOR will notify CLIENT immediately if it discovers or reasonably suspects the presence of any previously undisclosed Oil or Hazardous Material. The discovery or reasonable suspicion of Hazardous Materials or hazardous conditions at any part of the System, Smart City Instruments or Artistic Lighting project site where CONTRACTOR is to perform Works or Services, or of contamination of any part of the System, Smart City Instruments or Artistic Lighting project site by Oil or Hazardous Materials not previously identified shall entitle CONTRACTOR to suspend the Works or Services in the contaminated area immediately, subject to mutual agreement of terms and conditions applicable to any further Works or Services, or to terminate the Works or Services in the contaminated area and to be paid for Works or Services previously performed.

ARTICLE 9: TERMINATION

9.1 Termination Events

(a) NON DEFAULT TERMINATION

(1) Voluntary. CLIENT may terminate this Agreement without cause by serving one hundred eighty (180) days prior written notice on CONTRACTOR. If CLIENT terminates the Agreement pursuant to this Section 9.1(a)(1), CLIENT shall pay to CONTRACTOR the Termination Payment in accordance with Section 9.3 below. CLIENT shall be obligated to make all Works Payments and Service Payments up to the termination date.

(2) Supervening Event. Either Party may terminate this Agreement at its sole discretion if a Supervening Event has occurred and is continuing for a period of ninety (90) consecutive days or one hundred eighty (180) days in aggregate in any Annual Period by serving the non-terminating Party one hundred eighty (180) days prior written notice. If CONTRACTOR or CLIENT terminates the Agreement pursuant to this Section 9.1(a)(2), CLIENT shall pay to CONTRACTOR the Termination Payment in accordance with Section 9.3 below. CLIENT shall be obligated to make all Works Payments and Service Payments up to the termination date.

(3) Change in Law. In the event that that CONTRACTOR is prevented from performing its obligations under the Agreement due to a Change in Law that cannot be remedied, CONTRACTOR may terminate this Agreement by serving one hundred eighty (180) days prior written notice to the CLIENT. If CONTRACTOR terminates the Agreement pursuant to this Section 9.1(a)(3), CLIENT shall pay to CONTRACTOR the Termination Payment in accordance with Section 9.3 below. CLIENT shall be obligated to make all Works Payments and Service Payments up to the termination date.

(b) TERMINATION BY THE CLIENT FOR CONTRACTOR'S DEFAULT

CLIENT may terminate this Agreement by thirty (30) days written notice to CONTRACTOR upon the occurrence of an Event of Default by CONTRACTOR. An Event of Default occurs with respect to CONTRACTOR when:

(1) Failure to Perform

Beyond any grace or notice period CONTRACTOR fails to provide all or a substantial part of the Works or Services in accordance with this Agreement, other than:

(i) a failure to meet the Performance Guarantee or other Services Performance Objectives or Works Performance Objectives, the sole remedies for which are set forth in Schedule 4 (Payment Mechanism), in Schedule 2 (Scope of Works) and Schedule 3 (Scope of Services); or

(ii) where such failure is a consequence of a breach by CLIENT of its obligations under this Agreement; or

(iii) where such failure is a consequence of CLIENT's failure to comply with any of the provisions of the Schedules except in the event of an emergency (where CLIENT's notice is not required), in which case CONTRACTOR shall immediately and with due diligence proceed to completion any cure or remedy of a breach.

In respect of all other failures which are capable of remedy, and subject to Lender's right to cure under Article 11 of the Main Body of this Agreement, CLIENT shall provide written notice to the CONTRACTOR giving reasonable particulars of the failure, whereby CONTRACTOR shall upon receipt of notice have thirty (30) days to undertake and diligently proceed to remedy such failure. For the purpose of this Section 9.1(b) failure shall be considered capable of remedy if CONTRACTOR can comply with the provision in question in all respects other than as to the time of performance; or

(2) Insolvency

Without prejudice to any other right or remedy it may have, CLIENT may terminate this Agreement immediately by notice given in writing to CONTRACTOR if upon the dissolution or liquidation of CONTRACTOR or the filing by CONTRACTOR of a voluntary petition in bankruptcy, or failure by CONTRACTOR promptly to cause to be lifted any execution, garnishment or attachment of such consequence as will impair CLIENT's ability to carry on its obligations hereunder, or the entry of any order or decree granting relief in any involuntary case commenced against CONTRACTOR under any present or future federal bankruptcy act or any similar federal or state law, or a petition for such an order or decree shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof, or if CONTRACTOR shall admit in writing its inability to pay its debts generally as they become due, or a receiver, trustee or liquidator of CONTRACTOR shall be appointed in any proceeding brought against CONTRACTOR and shall not be discharged within ninety (90) days after such appointment or if CONTRACTOR shall consent to or acquiesce in such appointment, or assignment by CONTRACTOR for the benefit of its creditors, or the entry by CONTRACTOR into an agreement of composition with its creditors, or a bankruptcy, insolvency or similar proceeding shall be otherwise initiated by or against CONTRACTOR under any applicable bankruptcy, reorganization or analogous law as now or hereafter in effect and if initiated against CONTRACTOR shall remain undismissed (subject to no further appeal) for a period of ninety (90) days.

(c) TERMINATION BY CONTRACTOR FOR CLIENT'S DEFAULT

CONTRACTOR may terminate this Agreement by written notice to CLIENT upon the occurrence of an Event of Default by CLIENT. An Event of Default with respect to CLIENT shall occur upon any one of the following:

(1) CLIENT fails to pay any Works Payment when due; or

(2) CLIENT fails to pay any Services Payment when due; provided however, CLIENT shall not be in default hereunder if it fails to pay any Services Payment amount as result of Service Payment setoff pursuant to Section 4.1.1(e) of Appendix 3A of Schedule 3; or

(3) Failure of CLIENT to observe and perform any covenant, condition or agreement on its part required to be observed or performed by this Agreement (other than as provided in clause (a) or (b) above), for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to CLIENT by CONTRACTOR, unless CONTRACTOR shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, CONTRACTOR will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by CLIENT within the applicable period and diligently pursued until the default is corrected; or

(4) CLIENT consistently and purposefully fails to allow reasonable access to the System, Smart City Instruments or Artistic Lighting; or

(5) Any representation or warranty made by CLIENT in connection with this Agreement shall prove to be untrue in any material respect on the date as of which it was made; or

(6) The dissolution or liquidation of the CLIENT or the filing by CLIENT of a voluntary petition in bankruptcy, or failure by CLIENT promptly to cause to be lifted any execution, garnishment or attachment of such consequence as will impair CLIENT's ability to carry on its obligations hereunder, or the entry of any order or decree granting relief in any involuntary case commenced against CLIENT under any present or future federal bankruptcy act or any similar federal or state law, or a petition for such an order or decree shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof, or if CLIENT shall admit in writing its inability to pay its debts generally as they become due, or a receiver, trustee or liquidator of CLIENT shall be appointed in any proceeding brought against CLIENT and shall not be discharged within ninety (90) days after such appointment or if CLIENT shall consent to or acquiesce in such appointment, or assignment by CLIENT for the benefit of its creditors, or the entry by CLIENT into an agreement of composition with its creditors, or a bankruptcy, insolvency or similar proceeding shall be otherwise initiated by or against CLIENT under any applicable bankruptcy, reorganization or analogous law as now or hereafter in effect and if initiated against CLIENT shall remain undismissed (subject to no further appeal) for a period of ninety (90) days.

9.2 Provisions Governing Any Termination

(a) Limitations

Notwithstanding any other provision of this Agreement, CLIENT's right to terminate this Agreement shall be subject to Lender's rights under Article 11 of the Main Body of this Agreement.

(b) Continued Effect – No Waiver

Any waiver by either Party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provisions. Any waiver by either of Party of a breach of any provisions shall in no way relieve either Party of any of its responsibilities, duties or obligations under this Agreement, nor shall it constitute a waiver or relinquishment either Party's rights.

9.3 Compensation on Termination

In the event of termination of this Agreement for any reason, and, without prejudice to the other rights and remedies available to CONTRACTOR, CLIENT shall pay CONTRACTOR the applicable Termination Payment as set forth below and in Schedule 4 (Payment Mechanism). In the event CLIENT does not pay the full Termination Payment amount upon termination of this Agreement, CLIENT will pay the CONTRACTOR

interest on the outstanding portion of the Termination Payment until such amount is paid, at a rate per annum equal to seven percent (7.00%) from the date of such termination.

(a) if CLIENT or CONTRACTOR terminates this Agreement in accordance with Section 9.1(a) above, or if CONTRACTOR terminates this Agreement pursuant to Section 9.1(c) above, then the Termination Payment shall be:

(1) Scheduled Termination Value indicated in Schedule 4 (Payment Mechanism); plus

(2) any redundancy payments; plus

(3) any outstanding Works Payments or Service Payments; plus

(4) other amounts owed to CONTRACTOR under this Agreement, including payment for Works performed prior to the Acceptance, taking due account of any payments already made; plus

(5) Demobilization Costs, if Agreement is terminated pursuant Section 9.1(a)(1) or Section 9.1(c) above;

(b) if CLIENT terminates this Agreement in accordance with Section 9.1(b) above then the Termination Payment shall be:

(1) Scheduled Termination Value indicated in Schedule 4 (Payment Mechanism)); plus

(2) any outstanding Works Payments or Service Payments, as applicable, plus other amounts owed to CONTRACTOR under this Agreement, including Works performed prior to Acceptance, taking due account of any payments already made; plus

(3) payments in respect, if any, by CONTRACTOR and all other accrued costs and expenses, including amounts spent on spare equipment.

The obligations of CLIENT to pay any amounts described above are payable only from the available funds in the Revenue Fund and from the other security pledged under this Agreement, as set forth in Section 6.4 of the Main Body of the Agreement.

9.4 Additional Termination Remedy Provisions

(a) CONTRACTOR may take whatever action Applicable Law or in equity as may be necessary or desirable to collect the payments and other amounts then due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of CLIENT under this Agreement;

(b) Upon an Event of Default by CLIENT, with or without terminating this Agreement, CONTRACTOR may by written notice require CLIENT, at CLIENT's expense, to promptly return any or all of such Infrastructure, Smart City Instruments and Artistic Lighting to the possession of CONTRACTOR at such place within the United States as CONTRACTOR shall specify, or sell or lease such Infrastructure, Smart City Instruments and Artistic Lighting or, for the account of CLIENT, sublease such Infrastructure, Smart City Instruments and Artistic Lighting, continuing to hold CLIENT liable for the difference between (i) the amounts payable by CLIENT hereunder, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of CONTRACTOR in exercising its remedies hereunder, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Infrastructure, Smart City Instruments and Artistic Lighting and all brokerage, auctioneer's and attorney's fees). CLIENT's obligation to remove and return any Infrastructure, Smart City Instruments and/or Artistic Lighting to CONTRACTOR is subject to (i) Applicable Law and (ii) CLIENT's option, at CLIENT's expense, to resolve within 180 days of notice of such termination any public safety requirements related to the return of such assets.

(c) No remedy herein conferred upon or reserved to a Party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing under Applicable Law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default hereunder shall

impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

(d) In the event any agreement or covenant contained in this Agreement should be breached by a Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

(e) The Parties agree that the formulations of damages described in this Article 9, including the formulation of the Termination Payment, are fair and reasonable approximations of the damages each Party would incur upon a termination based on an Event of Default and are not intended to be, nor should they be interpreted to result in, a penalty.

(f) The defaulting Party shall reimburse the other Party for all reasonable costs (including all applicable taxes and all legal or professional services) properly incurred by the other Party in exercising its rights and remedies hereunder, including any relevant increased administrative expenses.

ARTICLE 10: ASSIGNMENT

CONTRACTOR may, upon prior written consent by CLIENT (not to be unreasonably withheld), transfer, assign, mortgage, charge or dispose of any rights under this Agreement or otherwise delegate any of its rights and/or obligations hereunder; provided that if CONTRACTOR makes such transfer, assignment or takes such other action pursuant to this Article 10, CONTRACTOR acknowledges and agrees that it shall remain liable to CLIENT in relation to all of its obligations under this Agreement unless CLIENT approves the assignee's assumption of all of CONTRACTOR's rights, obligations and liabilities under this Agreement in writing. CLIENT agrees to execute all notices, consents or other documents as may be reasonably required to facilitate such action. CLIENT may not, without the prior written consent of CONTRACTOR and Lender, transfer, assign, mortgage, charge or dispose of any of its rights under this Agreement or otherwise delegate any of its obligations under it. Notwithstanding the foregoing, CONTRACTOR may assign to Lender all or part of its right, title, and interest in this Agreement (but not its obligations hereunder), including all amounts payable by CLIENT under this Agreement, all rights and remedies related thereto, and all proceeds of the foregoing, without the prior consent of CLIENT.

ARTICLE 11: FINANCING

CLIENT acknowledges that CONTRACTOR will finance the development and installation of the Infrastructure, Smart City Instruments and Artistic Lighting with financing accommodations Lenders, pursuant to loan agreements, sale agreement, notes, indentures, security arrangements, leases and other documents, ("Financing Documents") and that CONTRACTOR's obligations to such Lender(s) may be secured by, among other collateral, a pledge or collateral assignment of CONTRACTORS right, title and interest in, to and under this Agreement and the Infrastructure, Smart City Instruments and Artistic Lighting . In order to facilitate such financing or other accommodations CLIENT hereby consents and agrees to the following:

(a) CLIENT consents to sale and assignment and grant of interest by CONTRACTOR to any Lender of CONTRACTOR's right, title and interest in and to any Works Payments, Infrastructure, Smart City Instruments and Artistic Lighting installed pursuant to Schedule 2 (Scope of Works) under this Agreement, including the Permitted Security Interest.

(b) CLIENT consents to the collateral assignment of and grant of a security interest in, by CONTRACTOR to any Lender of CONTRACTOR's right, title and interest in and to this Agreement subject to the limitations contained in this Article 11.

(c) CLIENT consents to complete and execute in a form and within the time period specified by CONTRACTOR, all notices, consents or other documents as may be reasonably required to facilitate such transfer or assignment or other action.

(d) CLIENT consents to make available to Lender a certificate(s) of insurance from its insurers which details all relevant policies, and upon Lender's reasonable request shall provide Lender with proof that such insurance remains in full force and effect or other supporting information as reasonably requested by Lender.

(e) CLIENT agrees to deliver to Lender promptly (but in no event more than five (5) Business Days) after its receipt thereof, a copy of any written notice furnished by CLIENT to CONTRACTOR relating to any default under Section 9.1 above, or opportunity to cure or intent to terminate (in whole or in part) this Agreement.

(f) CLIENT agrees to not, without the prior written consent of the Lender, agree to modify, amend or waive any Material Obligation of the CLIENT under this Agreement.

(g) CLIENT agrees to within ten (10) Business Days of receipt of Lender's request, execute and deliver such documents, evidence, and/or take such other reasonable actions necessary to recognize the rights of Lender hereunder upon foreclosure under any applicable financing documents and/or any Event of Default by CONTRACTOR hereunder and shall not take any action which would materially prejudice the interests of Lender thereunder or Lender's right to cure any Event of Default by CONTRACTOR hereunder.

(h) Notwithstanding any other provision of this Agreement:

(1) upon prior written notice to the CLIENT, the Lender, as collateral assignee and at its sole discretion, shall be entitled to exercise, in the place and instead of CONTRACTOR, any and all rights and remedies of CONTRACTOR upon the CONTRACTOR's default under this Agreement and undertake all obligations of CONTRACTOR in accordance with the terms of this Agreement.

(2) upon prior written notice to CLIENT, Lender shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of CONTRACTOR thereunder or cause to be cured any default of CONTRACTOR thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires Lender to cure any default of CONTRACTOR under this Agreement or (unless Lender has succeeded to CONTRACTOR's interests under this Agreement) to perform any act, duty or obligation of CONTRACTOR under this Agreement, but CLIENT hereby gives it the option to do so; provided that if Lender directly or indirectly, takes possession of, or title to the Infrastructure, Smart City Instruments and Artistic Lighting prior to Acceptance, then Lender will (a) cure any CONTRACTOR defaults hereunder to the extent that such defaults are capable of being cured by Lender (but not to include payment of any monetary damages or offsets for failure to perform Services during the default period or any consequential damages claimed as a result of the failure to perform Services during such default period), as a condition to such taking of possession or title and (b) assume all of CONTRACTOR's obligations under this Agreement arising after the date of such taking of possession or title prior to Acceptance.

(3) CLIENT will not exercise its right to terminate or suspend this Agreement unless it shall have given Lender ninety (90) days' prior written notice of its intent to terminate or suspend this Agreement due to an Event of Default by CONTRACTOR, pursuant to Section 9.1(b) above, specifying the condition giving rise to such right, and Lender shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Event of Default reasonably cannot be cured by Lender within such period and Lender commences and continuously and diligently pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances. The Parties' respective obligations will otherwise remain in effect during any cure period.

(4) If Lender, pursuant to an exercise of remedies by Lender, shall acquire title to or control of CONTRACTOR's assets prior to Acceptance and shall, within the time periods described in Section

9.1 above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

(i) CLIENT acknowledges and agrees that CONTRACTOR may change Lender at any time, in CONTRACTOR's sole discretion, and upon written notice to CLIENT, CLIENT shall abide by such new contact information and payment directions as instructed by CONTRACTOR and Lender.

ARTICLE 12: REPRESENTATIONS AND WARRANTIES

12.1 CONTRACTOR represents, warrants and covenants to the CLIENT that:

(a) It has all requisite corporate power to enter into this Agreement, and that its execution hereof has been duly authorized and does not and will not constitute a breach or violation of any of CONTRACTOR's organizational documents, any Applicable Law, or any agreements with third parties;

(b) It has done and will continue to do all things necessary to preserve and keep in full force and effect its existence and the Agreement;

(c) This Agreement is the legal, valid and binding obligation of CONTRACTOR, in accordance with its terms, and all requirements have been met and procedures have been followed by CONTRACTOR to ensure the enforceability of the Agreement;

(d) To CONTRACTOR's best knowledge, there is no pending or threatened, suit, action, litigation or proceeding against or affecting CONTRACTOR that affects the validity or enforceability of this Agreement; and,

(e) It is duly authorized to do business in all locations where the Works and Services are to be performed.

(f) CONTRACTOR has consulted with its legal counsel and is relying on the advice of its counsel concerning all legal issues related to this Agreement, and is not relying on CLIENT in this regard.

(g) Neither of the execution or delivery of this Agreement, the consummation of the transactions herein contemplated or compliance with the terms and provisions hereof will conflict with or result in a breach of, or require any consent under, the organizational documents of CONTRACTOR, or any Applicable Law or regulation, or any order, writ, injunction or decree of any court, or any agreement or instrument to which CONTRACTOR is a party or by which it is bound or to which it is subject, or constitute a default under any such agreement or instrument.

(h) The information provided by CONTRACTOR to CLIENT relating to this Agreement and the Project is true, correct and complete, to the best of the CONTRACTOR's knowledge, in every material respect and contains no untrue statement of material fact or omits no material fact necessary to make the statements contained therein not misleading.

12.2 CLIENT represents, warrants and covenants to CONTRACTOR that:

(a) It is a political subdivision of the State of New Mexico and has all requisite corporate power and/or statutory authority to enter into this Agreement, and that its execution hereof has been duly authorized and does not and will not constitute a breach or violation of any Applicable Law, or any agreements with third parties;

(b) Acknowledging CLIENT's rights herein to terminate this Agreement for convenience, the CLIENT has done and will continue to do all things necessary to preserve and keep in full force and effect its existence and the Agreement;

(c) This Agreement is the legal, valid and binding obligation of CLIENT, in accordance with its terms, and all requirements have been met and procedures have been followed by CLIENT to ensure the enforceability of the Agreement;

(d) To CLIENT's best knowledge, there is no pending or threatened, suit, action, litigation or proceeding against or affecting CLIENT that affects the validity or enforceability of this Agreement; and,

(e) CLIENT has consulted with its legal counsel and is relying on the advice of its counsel concerning all legal issues related to this Agreement, and is not relying on CONTRACTOR in this regard.

(f) CLIENT is not in violation of any Applicable Law promulgated or judgment entered by any federal, State, local or governmental authority that individually or in the aggregate, would affect its performance of any obligations under this Agreement.

(g) CLIENT is the holder of all federal, State, local or other governmental consents, licenses, permits, or other authorizations required to permit it to operate or conduct its business now and as contemplated by this Agreement.

(h) Neither of the execution or delivery of this Agreement, the consummation of the transactions herein contemplated or compliance with the terms and provisions hereof will conflict with or result in a breach of, or require any consent under, the organizational documents of CLIENT, or any Applicable Law or regulation, or any order, writ, injunction or decree of any court, or any agreement or instrument to which CLIENT is a party or by which it is bound or to which it is subject, or constitute a default under any such agreement or instrument.

(i) CLIENT has not entered into any leases, contracts, or agreements with any other persons regarding the lease or purchase (or equivalent transaction) of energy efficiency equipment or the provision of energy management services for or in respect to the System or, except as disclosed in writing, with regard to servicing any of the energy-related equipment located on or within the System.

(j) CLIENT is the owner of or has the requisite rights to the System (excepting those parts of the System owned by New Mexico Department of Transportation), Smart City Instruments project site and Artistic Lighting project site and has not mortgaged, pledged, liened, charged, leased, granted a security interest, encumbrance or claim on or with respect to the System (excepting those parts of the System owned by New Mexico Department of Transportation), Smart City Instruments project site and Artistic Lighting project site or any interest therein that would encumber performance under this Agreement.

(k) CLIENT intends to continue to use the System in a manner similar to its present use of such System.

(l) The System will be used by CLIENT only for the purpose of performing essential governmental or proprietary functions of CLIENT consistent with the permissible scope of CLIENT's authority.

(m) The information provided by CLIENT to CONTRACTOR relating to this Agreement and the Project is true, correct and complete, to the best of the CLIENT's knowledge, in every material respect and contains no untrue statement of material fact or omits no material fact necessary to make the statements contained therein not misleading.

ARTICLE 13: DISPUTE RESOLUTION

13.1 In the event of any dispute, claim, question or disagreement arising from or relating to this Agreement or breach thereof, the aggrieved Party shall promptly provide written notification of the dispute, claim, question or disagreement to the other Party within thirty (30) days of the dispute, claim, question or disagreement. The Parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement, including seeking the intervention and opinion of an expert. To this effect, the Parties shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution with a period of thirty (30) days of the notice,

then, upon notice by either Party to the other, all disputes, claims, questions or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provision of its Commercial Arbitration Rules, and the judgement on the award rendered by the arbitrator(s) may be entered in New Mexico court having jurisdiction thereof. No delay or omission to exercise any right or power accruing under this subsection to initiate arbitration administered by the American Arbitration Association for a dispute, claim, question or difference shall impair any such right or power or shall be construed to be a waiver thereof. Except to the extent otherwise provided herein (see Article 9 above), each Party hereto shall be responsible for their own fees, expenses and disbursements (including, without limitation, legal fees, attorney's fees and court costs) under this Article 13.

13.2 With the exception of disputes arising under Article 9 or Article 11 above, all disputes not resolved by negotiation between the Parties shall be first submitted to non-binding mediation administered by the American Arbitration Association under its Commercial Mediation Procedures, or as otherwise agreed to by the Parties or required by Applicable Law, before resorting to arbitration under this Article 13.

13.3 Notwithstanding any dispute that CONTRACTOR may have undertaken or be involved with, whether pursuant to this Article 13 or otherwise, and regardless of the basis thereof or grounds therefor, CONTRACTOR agrees that it will, for so long as this Agreement has not been terminated, diligently perform the Works and Services in accordance with the terms of this Agreement, provided that CLIENT pays all undisputed amounts invoiced and at the times required as set forth herein pursuant to the terms and provisions of the Agreement and otherwise performs its obligations in accordance with the terms of this Agreement.

13.4 Notwithstanding any dispute that CLIENT may have undertaken or be involved with, whether pursuant to this Article 13 or otherwise, and regardless of the basis thereof or grounds therefor, CLIENT agrees that it will, for so long as this Agreement has not been terminated, pay all undisputed amounts invoiced and at the times required pursuant to the terms and provisions of the Agreement and otherwise perform its obligations in accordance with the terms of this Agreement.

13.5 If a Party fails to pay any such amounts as described in Sections 13.3 and 13.4 above, the dispute resolution procedure under this Article 13 shall not apply and the Parties may proceed to enforce any rights and remedies under Article 9 above.

ARTICLE 14: AUDIT AND INSPECTIONS

At any time during normal business hours and as often as the CLIENT may deem necessary, there shall be made available to the CLIENT for examination all of the CONTRACTOR's records with respect to all matters covered by this Agreement. The CONTRACTOR shall permit the CLIENT to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. The CONTRACTOR understands and will comply with the CLIENT's Accountability in Government Ordinance, §2-10-1 et seq. R.O.A. 1994 and Inspector General Ordinance, §2-17-1 et seq. R.O.A. 1994, and also agrees to provide requested information and records and appear as a witness in hearings for the CLIENT's Board of Ethics and Campaign Practices pursuant to Article XII, Section 8 of the Charter.

ARTICLE 15: MISCELLANEOUS PROVISIONS

15.1 Subcontractors. CONTRACTOR may use subcontractors in the performance of the Works or Services, provided however that none of the Works or Services covered under this Agreement shall be subcontracted without prior written approval from CLIENT. CONTRACTOR shall be responsible for any portion of the Works and Services performed by any subcontractor of CONTRACTOR.

15.2 Construction and Venue. This Agreement and the construction and enforceability thereof shall be interpreted under and governed by the laws of the State of New Mexico, irrespective of its choice of law provisions, and venue shall only be in Bernalillo County, New Mexico.

15.3 Change in Law. If CONTRACTOR suffers (or will suffer) delay and/ or incurs additional costs as a result of a Change of Law, then The CONTRACTOR must deliver a notice to CLIENT identifying the Change of Law and the impact of that Change of Law. Upon receiving notice, CLIENT and CONTRACTOR will proceed in good faith to negotiate an adjustment to the contract price and/or extension of time. If mutual consent is not reached, either Party may seek relief under Article 13 above. If CONTRACTOR is prevented from performing its obligations under the Agreement, but would be able to proceed if an amendment or Change Order were made to the Agreement, then the CONTRACTOR should submit a notice to CLIENT stating such. However, in the event that that CONTRACTOR is prevented from performing its obligations under the Agreement and this cannot be remedied by an amendment or Change Order, then CONTRACTOR may give notice of termination pursuant to Section 9.1(a)(3) above. If a Change of Law occurs, CONTRACTOR is obliged to take all reasonable steps to mitigate the adverse impact of such Change of Law upon the Agreement. Notwithstanding the foregoing, any amendment, supplement, modification or Change Order to this Agreement pursuant to this Section that could reasonably be expected to affect the Infrastructure, Smart City Instruments and/or Artistic Lighting or the amounts or timing of the Works Payments shall be subject to Lender's prior written consent.

15.4 Gross Inequity. Any gross proven inequity that may result in severe economic conditions not contemplated by the Parties at the time of the execution of this Agreement may be corrected by mutual consent; provided however that any gross proven inequity shall not in any way apply to, alter or affect the CLIENT's obligation to make Works Payments hereunder when due. Each Party shall in the case of a claim of gross inequity furnish the other with whatever documentary evidence may be necessary to assist in affecting a settlement. Notwithstanding the foregoing, any amendment, supplement, modification or Change Order to this Agreement pursuant to this Section that could reasonably be expected to affect the Infrastructure, Smart City Instruments and/or Artistic Lighting or the amounts or timing of the Works Payments shall be subject to Lender's prior written consent.

15.5 Prevailing Wage. As applicable, CONTRACTOR shall insure compliance with the New Mexico Public Works Minimum Works Act and any other binding prevailing wage determinations. During the Service Phase, the Service Payment amounts, Unit Prices, and/or fixed hourly labor rates will be adjusted to reflect increases or decreases by the CONTRACTOR in wages and fringe benefits to the extent that these increases or decreases are made to comply with an increased or decreased wage determination applied to this Agreement by operation of law. The CONTRACTOR shall notify the CLIENT of any increase claimed under this clause within thirty (30) days after the effective date of the wage change. The notice shall contain a statement of the amount claimed and any relevant supporting data that the CLIENT may reasonably require. Upon agreement of the Parties, the Service Payment amounts, Unit Prices, and/or fixed hourly rates shall be modified in writing. The CONTRACTOR shall continue performance pending agreement on or determination of any such adjustment and its effective date. Notwithstanding the foregoing, any amendment, supplement, modification or Change Order to this Agreement pursuant to this Section that could reasonably be expected to affect the Infrastructure, Smart City Instruments and/or Artistic Lighting or the amounts or timing of the Works Payments shall be subject to Lender's prior written consent.

15.6 Nonsubstitution. In the event of termination of this due to the non-appropriations of funds, CLIENT agrees, to the extent permitted by Applicable Law, not to purchase, lease, rent, borrow, seek appropriations for, acquire or otherwise receive the benefits of any of the same and unique services performed by CONTRACTOR under the terms of this Agreement for a period of three-hundred sixty five (365) days following such termination of this Agreement due to non-appropriations.

15.7 Representatives. CLIENT Representative and CONTRACTOR Representative (collectively "Authorized Representatives") are the following designees:

CLIENT Representative

Name: Robert J. Perry
Title: CAO
Address: PO Box 1293
Albuquerque, NM 87103
Phone: 505-768-3000

CONTRACTOR Representative

Name: Pierre Devilliers
Title: Country Manager
Phone: (202) 320-8328
Fax: (202) 488-0500
Email: pdevilliers@citelum.com

CLIENT and CONTRACTOR may change its Authorized Representative by giving written notice to the other. CLIENT Representative and CONTRACTOR Representative is the person authorized to make decisions on behalf of the CLIENT and CONTRACTOR, respectively, under the terms of this Agreement.

15.8 Notice. Without prejudice to any other method of giving notice, all communications provided for or permitted hereunder shall be in writing and delivered to the addressee by prepaid private courier or sent by telecopy or other direct written electronic means (provided that a written record is kept in respect of any such electronic communication), to the applicable address and to the attention of the officer of the addressee as follows:

To CLIENT:
City of Albuquerque
Attention: Robert J. Perry, CAO
PO Box 1293
Albuquerque, NM 87103
Phone: 505-768-3000

To CONTRACTOR:
Citelum US, Inc.
5404 Wisconsin Ave, Suite 400
Chevy Chase, MD 20815
Attention: Legal Department
Phone: (202) 558-4020
Fax: (202) 488-0500
Email: usadmin@citelum.com

Any notice or other communication made by personal delivery, telecopy or other direct written electronic means on a Business Day shall be deemed to have been given, received and made on such Business Day so long as it is actually received prior to 5:00 p.m. (Mountain Standard time) on such Business Day, and otherwise shall be deemed to have been made on the next following Business Day (any such notice given, received or made on a day which is not a Business Day shall be deemed to have been made on the next following Business Day).

15.9 Accounting and Tax Representations. CONTRACTOR makes no representation or warranty with respect to CLIENT's treatment of any federal or state tax laws, any applicable accounting treatment or conventions or the assessment of any rating agency in connection with this Agreement, the project documents or any Infrastructure, Smart City Instruments and Artistic Lighting.

15.10 Provision of Information and Action. Parties agree to provide such information, execute and deliver any instruments and documents, and to take such other actions as may be necessary or reasonably requested by the other Party that are not inconsistent with the provisions of this Agreement and that do not involve the assumptions of obligations other than those provided for in this Agreement, in order to give full effect to this Agreement and to carry out the intent of this Agreement.

15.11 Expenses. Except to the extent otherwise provided herein, each Party hereto shall be responsible for their own fees, expenses and disbursements (including, without limitation, legal fees and disbursements) in connection with the preparation, execution, delivery and/or performance under this Agreement and all other documents and instruments associated with any of the same.

15.12 Assent. CONTRACTOR's performance of the Works and Services is expressly conditioned on the Parties assenting to all of the terms of this Agreement, notwithstanding any different or additional terms contained in any writing at any time submitted or to be submitted by a Party to the other Party relating to the Works or Services, even if signed by the Parties, unless the written statement expressly indicates that such terms supersede the terms of this Agreement.

15.13 Waiver. The failure of CONTRACTOR or CLIENT to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of either Party's right to thereafter enforce the same in accordance with this Agreement in the event of a continuing or subsequent default on the part of CONTRACTOR or CLIENT.

15.14 Severability. It is agreed that the illegality or invalidity of any term or clause of this Agreement, shall not affect the validity of the remainder of this Agreement and this Agreement shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.

15.15 Entire Agreement. This Agreement, when executed, together with all Schedules, Exhibits and other project documents in this Agreement, shall constitute the entire agreement between the Parties with respect to the subject matter hereof and this Agreement may not be amended or modified except by a written agreement signed by the Parties hereto. This Agreement supersedes all prior and contemporaneous negotiations, statements, representations, agreements, letters of intent, awards, or proposals, either written or oral relative to the same.

15.16 Arm's Length Negotiation. The Parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and among the Parties equally sophisticated and knowledgeable as to the subject matter of this Agreement. Each party has conferred, or has had the opportunity to confer, with their respective legal counsel. Accordingly, in the event any claim is made relating to any conflict, omission, or ambiguity in this Agreement, no presumption, burden of proof, or persuasion shall be implied by virtue of the fact that this Agreement was drafted by or at the request of a particular party or its legal counsel.

15.17 Counterparts. This Agreement may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original and which counterparts taken together shall constitute one and the same Agreement. This Agreement may be executed by facsimile or electronic mail in portable document format ("pdf") and any signature contained hereon by facsimile or electronic mail in pdf shall be deemed to be equivalent to an original signature for all purposes.

****

IN WITNESS WHEREOF, the Parties have executed this Agreement by their authorized signatures as of the date first written above.

CITY OF ALBUQUERQUE
Approved By:

9/27/17

Robert J. Perry Date
Chief Administrative Officer
City of Albuquerque

JMA

GRS

CITELUM US, INC.
Approved By:

03/21/2017

Pierre Devilliers Date
Country Manager
Citelum US, Inc.

Recommended By:

9/25/17

Melissa R. Lozoya, P.E. Date
Acting Director Department of Municipal Development
City of Albuquerque

SCHEDULE 1: DEFINITIONS

The following terms shall for all purposes have the meanings stated herein, unless the context otherwise specifies or requires, or unless otherwise defined in the Agreement:

"Acceptance" means the conditions contained in Section 3.7 have been completed and CLIENT has signed, or is deemed to have signed and delivered, a Certificate of Acceptance.

"Acceptance Date" means the date on which Acceptance has occurred or been completed for each Segment of the Works.

"Annual Performance Report" means the document prepared by CONTRACTOR and submitted to the CLIENT, which identifies the results achieved (KPIs) for the applicable Annual Period.

"Annual Period" means an annual period beginning on the Commencement Date or on any anniversary date thereafter.

"***Annual Realized Savings"*** *means* the actual Energy Savings achieved by the System during an Annual Period derived from the sum of the measured & verified savings plus any Stipulated Savings.

"Applicable Law" means any Laws in force in the State of New Mexico where the System is located, or that is otherwise binding on a Party or those for whom, at law, they are responsible.

"Artistic Lighting" means the artistic lighting projects and equipment and infrastructure required to be provided by the CONTRACTOR as described in accordance with Schedule 2 (Scope of Works).

"*Authorized Representative*" means collectively CLIENT Representative and CONTRACTOR Representative.

"***Business Day***" means any calendar day other than a Saturday, Sunday or federal holiday in the United States, except that in the event that an obligation to be performed under this Agreement falls due on a day other than a Business Day, the obligation shall be deemed due on the next Business Day thereafter.

"Calendar of Execution" refers to the calendar detailed in Exhibit C.

"***Certificate of Acceptance"*** means a written non-recourse certificate of acceptance in the form substantially similar to the certificate of acceptance attached hereto in Schedule 5.

"Change in Law" means the coming into effect or repeal (without re-enactment or consolidation) in the state or commonwealth or the United States of any Law, or any amendment or variation of any Applicable Law, including any judgment of a relevant court of law which changes binding precedent in the state or commonwealth, in each case after the date of this Agreement which has a material adverse effect on a Party's ability to perform under this Agreement, provided that a Change in Law shall not apply to any Party's obligation to pay hereunder when due.

"Change Order" means modification of the Works pursuant to Schedule 2 (Scope of Works).

"Charter" means the Charter of the City of Albuquerque adopted pursuant to the laws of the State at a special election on June 29, 1971 as amended thereafter from time to time.

"CLIENT" means City of Albuquerque, a political subdivision of the State of New Mexico.

"CLIENT Representative" means the person identified to CONTRACTOR by CLIENT as the person authorized to make decisions on behalf of CLIENT, as further set forth in Section 15.7 of the Main Body of the Agreement.

"Commencement Date" shall mean thirty (30) days after the date the CONTRACTOR achieves Financial Closing; provided, however, the Commencement Date shall be no earlier than two (2) months after the Effective Date.

"Commissioning and Quality Assurance Plan" means the plan for commissioning the Infrastructure during the Works Phase.

"CONTRACTOR" means Citelum US, Inc. and its successor and assigns.

"CONTRACTOR Pre-existing Intellectual Property" means any Intellectual Property: (i) that has been conceived or developed by an employee or subcontractor of CONTRACTOR before CONTRACTOR performs any Works or Services under this Agreement; (ii) that is conceived or developed by such employee or subcontractor at any time wholly independently of CONTRACTOR performing the Works under this Agreement; or, (iii) if developed while performing the Works under this Agreement, where the development of Intellectual Property for the benefit of the CLIENT is not expressly identified as part of the Works. CONTRACTOR Pre-existing Property is included in all reports, notes, calculations, data, drawings, estimates, specifications, manuals, documents, all computer programs, codes and computerized materials prepared by or for CONTRACTOR.

"CONTRACTOR Representative" means the person identified to CLIENT by CONTRACTOR as the person authorized to make decisions on behalf of CONTRACTOR, as further set forth in Section 15.7 in the Main Body of the Agreement.

"Constant Energy Rate" means an energy rate of $0.0561839 per kWh, as the customer owned metered lighting rate as described in Section B of Public Service Company of New Mexico Electric Service, 15th Revised Rate No. 20, Canceling 14th Revised Rate No. 20, incorporated herein as Exhibit J. The Constant Energy Rate shall be reviewed and revised every five years in accordance with any changes in the Public Service Company of New Mexico Electric Service rate.

"Contingency Deadline" shall be thirty (30) days after the Effective Date of this Agreement.

"Damage Amount" refers to the annual damage amount covered under the Service Payments for Repairs as identified in Section 2.3.2 of Schedule 3.

"day(s)" shall mean calendar day.

"Demobilization Costs" shall mean all activities and costs for transportation of personnel, equipment and supplies from the site; disassembly, removal, and site cleanup of offices, buildings, and other facilities; all reasonable costs associated early termination incurred by CONTRACTOR with its subcontractors, vendors, providers; reasonable ongoing lease costs or lease termination costs for vehicles, warehouse space, office space and other leased items for this Agreement; accrued costs and expenses, including amounts spent on equipment and inventory. CONTRACTOR shall take all reasonable steps to mitigate demobilization costs and expenses upon termination of the agreement.

"***Energy Savings"*** means all reductions in energy or utility consumption, a changed utility rate classification, a combination thereof, or other savings contemplated herein derived from installation of the Infrastructure and performance of the Services, in accordance with Schedule 3 (Scope of Services). Energy Savings are measured and expressed in kilowatt hours (Kwh).

"***Energy Savings Pledged Revenues***" means the pledged Energy Savings Revenues, the Operational Savings and the Present Expenses. The Energy Savings Pledged Revenues are $2,800,000.00 for the first Annual Period and $3,500,000.00 for each subsequent Annual Period, which the CLIENT hereby unconditionally pledges in all events without abatement, diminution, deduction, set-off or defense.

"***Energy Savings Revenues***" means Guaranteed Annual Savings for each Annual Period multiplied by the initial Constant Energy Rate plus additional rate additional rate tariff of $.021902. The pledged Energy Savings Revenues are $774,672.00 for the first Annual Period and $1,130,028.00 for each subsequent Annual Period, which the CLIENT hereby unconditionally pledges in all events without abatement, diminution, deduction, set-off or defense.

"Equipment" means installed physical street light equipment, which includes luminaires and photocells, that is required to be provided by CONTRACTOR as part of Schedule 2 (Scope and Works).

"Event of Default" refers to the terms of Event of Default prescribed in Section 9.1(b) & (c) in the Main Body of the Agreement.

"Existing System" refers to the non-upgraded portions of the System during the Works.

"Extension Estimate" refers to the definition found in Section 1.3(b)(1) in the Main Body of the Agreement.

"*Final Segment of the Works*" means the last Segment of the Works which upon completion and acceptance completes the CONTRACTOR's obligations under the Works Phase of this Agreement.

"Financial Closing" the date the CONTRACTOR achieves financial closing and/or obtains all necessary approvals for financing the Project, as evidenced by written notice from CONTRACTOR to CLIENT.

"Financing Documents" refers to the definition found in Article 11 in the Main Body of the Agreement.

"***Governmental Authority":*** means any federal, provincial, territorial, regional, municipal or local governmental authority, quasi-governmental authority, court, government or self-regulatory organization, commission, board, tribunal, organization, or any regulatory, administrative or other agency, or any political or other subdivision, department, or branch of any of the foregoing, having legal jurisdiction in any way over the Project, any aspect of the performance of this Agreement or any of the other project documents, in each case to the extent it has or performs legislative, judicial, regulatory, administrative or other functions within its jurisdiction.

"Guaranteed Annual Savings" are the Energy Savings that CONTRACTOR guarantees will be achieved in an Annual Period of the Performance Guarantee Period, as identified in the Appendix 3A (Services Performance Objectives and Penalties/Incentives) to Schedule 3 (Scope of Services).

"Hazardous Materials Within Scope" refers to those materials listed in Exhibit F.

"***IESNA Guide for Photometric Measurement of Roadway Lighting Installations"*** means the ANSI/IES RP-8-14, ISBN # 978-0-87995-299-0, published by the Illuminating Engineering Society of North America, 2014.

"Infrastructure" means the Equipment and other physical street light infrastructure which includes street light poles, arms, wiring, foundations and other related infrastructure and equipment that is part of the System, Client-owned, and that is required to be installed by CONTRACTOR as part of Schedule 2 (Scope of Works).

"***Intellectual Property Rights***" ***or*** "***Intellectual Property"*** means all trade secrets, patents and patent applications, trademarks (whether registered or unregistered and including any goodwill acquired in such trade marks), services marks, trade names, internet domain names, copyrights (including rights in computer software), moral rights, database rights, design rights, rights in know-how, rights in inventions (whether patentable or not) including, but not limited to, any and all renewals or extensions thereof, and all other proprietary rights (whether registered or unregistered, and any application for the foregoing), and all other equivalent or similar rights which may subsist anywhere in the world, including, but not limited to, any and all renewals or extensions thereof.

"IPMVP" means the International Performance Measurement and Verification Protocol, Volume 1, EVO 10000-1.2007 as prepared by the Efficiency Valuation Organization.

"KPI" means Key Performance Indicator.

"Lamp" means apparatus designed as the source of light.

"Law" means any applicable constitution, charter, act, statute, law (including common law), ordinance, code, rule, regulation, judgment, decree, writ, order, permit, approval, or the like, as any of the foregoing may change from time to time, of any federal, state or local government or any agency, department, authority, court, political subdivision or other instrumentality thereof.

"Lender" means any or all of the persons acting arm's length to CONTRACTOR or its affiliates who provide financing to CONTRACTOR or its affiliates for the purposes of funding the performance of all or any portion of the Work and/or Services, and its successors and assigns.

"Lenders' Compensation" refers to the compensation amounts detailed in Schedule 4.

"kW" and "kWh" means kilowatt and kilowatt hour, respectively.

"Main Body" refers to Articles 1-15 in the main body of the Agreement above.

"Material Change" means a measurable deviation in the Performance Baseline and/or lighting performance metrics that is not caused by CONTRACTOR such that there is an adverse impact on the Annual Realized Savings which results or will result in a Savings Shortfall. A Material Change includes, but is not limited to: (a) changes in the manner of use of the System, (b) changes in the hours of operation of System, (c) changes in the quantities and types of materials used in the System, (d) modification, renovation or construction at or around the System, (e) any significant damage to the System caused by Supervening Event, or (f) any substantially changed condition affecting the energy use in the System.

"Material Obligation" means an obligation under this Agreement that is significant, as opposed to trivial, the breach of which would deprive the other Party of benefits it would have received under this Agreement, and includes any obligation the breach, waiver or modification thereof could (a) have an adverse effect on any Works Payment or Termination Payment (including the amount and due date thereof), or (b) impair the originally intended value, function or use of the Infrastructure, Smart City Instruments or Artistic Lighting.

"Measurement and Verification Plan" or "M&V Plan" shall mean the measurement and verification plan described in Section 2.9 of Schedule 2.

"MUSE" refers to the Centralized Maintenance Management Software which is a data and tracking system for asset data, installation and repair data, maintenance data, energy consumption data and other System data.

"Non-Upgraded System Assets" shall mean System components that are not upgraded or replaced during the Works Phase. Any component of the Non-Upgraded System Assets that is replaced pursuant to Section 2.3.2 of Schedule 3 shall be treated as Infrastructure for the remainder Services Phase.

"Normal Wear and Tear" means damage that naturally and inevitably occurs as a result of normal wear or aging.

"Oil" means petroleum or petroleum products.

"Operating Center" shall mean the operating center as described in Section 2.6.3 of Schedule 2 and Section 2.6 of Schedule 3.

"Operational Savings" means utility maintenance savings, utility bill savings and present third-party expenses for street light maintenance savings derived from what the CLIENT paid annually prior to the Commencement Date. The pledged Operational Savings are $790,384.00 for each Annual Period, which the CLIENT hereby unconditionally pledges in all events without abatement, diminution, deduction, set-off or defense.

"Operations and Maintenance" or "O&M" shall mean the operation, maintenance, monitoring, management, repair and replacement of the System during the Services Phase.

"Parties" means the CLIENT and CONTRACTOR.

"Performance Assurance Reconciliation" is the process of ascertaining whether the System is performing at the level necessary to achieve the Guaranteed Annual Savings for an Annual Period.

"Penalties Cap" means the maximum cumulative amount of all Savings Shortfall payments and O&M penalty amounts the CONTRACTOR is obligated to make to the CLIENT, as more particularly described in Appendix 3A (Services Performance Objectives and Penalties/Incentives) to Schedule 3 (Scope of Services).

"Performance Baseline" means the operating profile of the System after all Works have been completed and Infrastructure installed, based on parameters described in the Appendix 3A (Services Performance Objectives and Penalties/Incentives) to Schedule 3 (Scope of Services), which is relied upon by CONTRACTOR for the calculation of Guaranteed Annual Savings as provided in the Appendix 3A (Services Performance Objectives and Penalties/Incentives) to Schedule 3 (Scope of Services).

"Performance Guarantee" means CONTRACTOR's guarantee that the Annual Realized Savings calculated at the end of each Annual Period will be no less than the Guaranteed Annual Savings for the corresponding Annual Period.

"Performance Guarantee Period" means the timeframe from the Acceptance Date of the Final Segment of the Works until the termination of this Agreement.

"Permitted Security Interest" means the security interest in the upgraded Infrastructure, Smart City Instruments and Artistic Lighting granted by the CLIENT to the CONTRACTOR pursuant to Section 6.3 of the Main Body of Agreement.

"Permitted Users" means the CLIENT, its employees and authorized agents.

"Phase I Deliverable" refers to Phase I deliverable provided by CONTRACTOR in accordance with the RFP.

"Phase II Deliverable" refers to Phase II deliverable provided by CONTRACTOR in accordance with the RFP.

"Phase III, Lighting Conversion Implementation Plan" refers to the plan detailed in Exhibit A.

"Present Expenses" means expenses the CLIENT annually paid for the operation and maintenance of the Existing System and the associated energy payment which are not otherwise included in the Energy Savings Revenues and Operational Savings. The pledged Present Expenses are $1,234,944.00 for the first Annual Period and $1,579,588.00 for each subsequent Annual Period, which the CLIENT hereby unconditionally pledges in all events without abatement, diminution, deduction, set-off or defense.

"Project" means Works and Services provided in the Agreement.

"Prudent Industry Practice" means those practices, methods, equipment, specifications and standards of safety and performance, as the same may be changed from time to time, as are generally used in the installation and operation and maintenance of street light systems, which in the exercise of reasonable judgment and in light of the facts known at the time the decision was made, are considered good, safe and prudent.

"Repair(s)" means repairs of outages, malfunctions, damages or deteriorations to the Non-Upgraded System Assets or repairs made to the System caused by accidents, acts of vandalism or acts of god.

"Request for Proposal" or "RFP" shall mean the Evaluation and Implementation of Energy Efficiency and Reduced Maintenance on City Owned and Maintained Street Lighting, Request for Proposals: P201600023.

"**Resolution**" means City Resolution No. 17-237, adopted by CLIENT on September 18, 2017, which is adopted herein.

"***Revenue Fund***" means the City of Albuquerque Energy Savings Revenue Fund established by Resolution and herein and held by CLIENT for the purposes of collecting the Energy Savings Pledged Revenues paying the amounts due and payable hereunder.

"Savings Excess" means the Annual Realized Savings less the Guaranteed Annual Savings for the Annual Period resulting in an amount greater than zero.

"Savings Shortfall" means the Annual Realized Savings less the Guaranteed Annual Savings for the Annual Period resulting in an amount less than zero.

"Schedule(s)" refers to the Schedules 1 through 6 herein.

"Schedule and Breakdown of the Works" refers to the schedule detailed in Exhibit D.

"Scheduled Maintenance" refers to proactive maintenance provisions identified in Section 2.3.1 of Schedule 3.

"Scheduled Termination Value" refers to the amounts identified in Schedule 4 to be paid by the CLIENT as part of any Termination Payment.

"Segment(s)" means collective labor, Infrastructure, Smart City Instruments, Artistic Lighting and related services to be performed by or on behalf of CONTRACTOR for each segment of the Works, as further identified and described in Schedule 2 (Scope of Works).

"Services" means those services to be provided by CONTRACTOR as described in Article 4 and Schedule 3 (Scope of Services).

"Service(s) Payment" means payments for the operation and maintenance of System during the Works Phase pursuant to Section 2.3 of Schedule 2 and the operation, maintenance, monitoring, management, repair and replacement of the System, Smart City Instruments and Artistic Lighting services during the Services Phase.

"Services Performance Objectives" shall mean the Service Phase KPIs or performance objectives, descriptions and metrics that are subject to penalties and incentives as described in Schedule 3.

"Service(s) Phase" refers to the phase in the Agreement in which Services are performed after Acceptance Date of the Final Segment of Works.

"Smart City Instruments" refers to the physical nodes, instruments and equipment used in smart city and safety applications as required to be provided by the CONTRACTOR as described in accordance with Schedule 2 (Scope of Works)

"***Software Product***" means any software that is owned or licensed by CONTRACTOR or its affiliates and that is either separately deliverable for use in the Infrastructure, Smart City Instruments or Artistic Lighting or for use in a computer system owned by the CLIENT or delivered as firmware embedded in the Infrastructure, Smart City Instruments or Artistic Lighting.

"***State***" means the State of New Mexico.

"Stipulated Savings" are a sub-category of Guaranteed Annual Savings that do not require post-FIM implementation measurement and verification because they are agreed upon by the Parties based upon representations made to CONTRACTOR by the CLIENT and through the application of generally accepted analytical formulae. As such, Stipulated Savings are agreed upon in advance by the Parties and cannot be changed. When used as a methodology for representing a FIM's energy savings, such methodology is not recognized as a measurement and verification methodology under IPMVP. Therefore, where the IPMVP measurement methodologies are required, a methodology other than Stipulated Savings must be used to calculate energy savings.

"Supervening Event": means any of the following to the extent, in each case, it has a material adverse effect on CONTRACTOR's ability to perform its obligations under this Agreement: (a) any civil disobedience or dissent, including measures taken or threatened to be taken after the date hereof by one or more persons protesting or demonstrating against the realization of all or part of the Project, including the execution of the Works and the performance of the services hereunder; (b) fire, explosion, lightning, storm, tempest (including, but not limited to, an ice storm), hurricane, tornado, flood or any other natural disaster, ionizing radiation, earthquake, riot, theft, vandalism or civil commotion or any declared State of Emergency at the Federal, State or local level; (c) failure by any utility supplier, any Governmental Authority or other similar entity to provide the requisite approvals, permits, and consents or requisite access or make the requisite repairs required for the performance of the Works and Services; (d) instability and/or unavailability of the power grid; (e) irreparable disruption of the economy or solvency of the Agreement that is no fault of CONTRACTOR; (f) blockade or embargo; (g) strikes, lockouts, or other labor-related disputes affecting the System, the construction sector or maintenance of infrastructure sector or a significant part thereof; (h) war, civil war, armed conflict, terrorism, acts of foreign enemies or hostilities; (i) third party bid protest, or (j) nuclear, radioactive, chemical or biological contamination of the System, Smart City Instruments and Artistic Lighting or any real or personal property adjacent thereto that prevents the CONTRACTOR from performing a material part of its obligations under this Agreement.

"System" means the street light system owned, maintained or controlled by CLIENT which is located within the limits of the city of Albuquerque, New Mexico and where the Works and Services will be performed, and which is used primarily to illuminate a road, street, highway or interstate freeway and includes the street light system's physical infrastructure and equipment: luminaires, photocells, street light poles, arms, wiring, pole foundations; more specifically, the System refers to the street lights owned or controlled by CLIENT as identified in the inventory provided in Phase II Deliverable of the RFP and Exhibit A. The System specifically excludes Smart City Instruments and Artistic Lighting and any utility owned street lights.

"System Baseline" means the measurements of System taken as part of the Inventory, and the System operating practices in effect on the Agreement Effective Date, as set forth in Appendix 3A (Services Performance Objectives and Penalties/Incentives) in Schedule 3 (Scope of Services).

"Technical Watch Committee" means a committee created at CLIENT's request to ensure ongoing technical monitoring and advancements in streetlighting and to remain informed about changes in standards and

regulations. The Technical Watch Committee will consist of an equal number of representatives from CLIENT and from CONTRACTOR and shall meet at the end of each year at the request of CLIENT.

"Technological Advancements" shall mean advances in lighting technology that occur subsequent to the execution of this Agreement that will improve the performance of the System.

"Term" means the fixed duration of this Agreement as identified in Section 1.2 of the Main Body of the Agreement.

"Termination Payment" means the sum paid in consequence of the termination of this Agreement in accordance with Article 9 in the Main Body of the Agreement.

"Unit Prices" means the lists provided in Exhibit B.

"Unscheduled Maintenance" means the repair of outages or malfunctions that are caused by Normal Wear and Tear of the Infrastructure or outages that are a result of defective Infrastructure.

"Work(s)" means collective labor, Infrastructure, Smart City Instruments, Artistic Lighting and related services for all Segments to be performed by or on behalf of CONTRACTOR in the Works Phase, as further identified and described in Schedule 2 (Scope of Works).

"Work(s) Amount" means principal amount of the financing obtained by CONTRACTOR for this Agreement. Works Amount does not include interests on the principal or any Service Payment amounts.

"Work(s) Payment" means payments for Works performed during the Works Phase, specifically excluding the operation and maintenance of the System during the Works Phase.

"Work(s) Performance Objectives" shall mean the KPIs or performance objectives, descriptions and metrics that are subject to penalties as described in Schedule 2.

"Work(s) Phase" shall mean the phase of the Agreement in which the Works are performed.

SCHEDULE 2: SCOPE OF WORKS

ARTICLE 1: Description of the System, Artistic Lighting and Smart City Instruments

a. System Layout

The layout of CLIENT's System is described in the RFP, Phase II Deliverable and Exhibit A and is within the city limits of Albuquerque, New Mexico. CONTRACTOR shall upgrade the Infrastructure of the System during the Works as set forth in Exhibit A. The scope of the System may be amended for the installation of additional street lights in the System.

b. System Data Inventory

CLIENT's street light assets that make up the System are set forth in Phase II Deliverable and Exhibit A. Assets vary in size (wattage), type (HPS, MV, etc.), and style (Cobra, post top, wall pack, etc.). The System assets are property of the CLIENT and/or CLIENT has the requisite rights to upgrade, operate and maintain the assets. CLIENT's street light assets subject to this Agreement do not include any utility-owned street lights.

c. Artistic Lighting

Artistic Lighting shall be installed on CLIENT's city hall, located at 1 Civic Plaza NW, Albuquerque, NM. A conceptual design and scope for each Artistic Lighting installation is set forth in Exhibit A. Technical specifications and drawing will be incorporated into Exhibit E accordingly.

d. Smart City Instruments

Smart City Instruments shall be installed on CLIENT's System. The Smart City Instrument installation may include street light control nodes, network access points, dome security cameras, Wifi hotspots, and a digital platform. A conceptual design and scope of the Smart City Instruments installation is set forth in Exhibit A. Technical specifications and drawing will be incorporated into Exhibit E accordingly.

ARTICLE 2: General Scope of Works

2.1 General principles

The Works, as described herein and in Exhibits A, C and D, shall be performed by CONTRACTOR in conformity with current standards, Applicable Laws and regulations, and in accordance with the prescriptions of this Schedule and associated appendices and exhibits. Except as otherwise expressly provided herein, CONTRACTOR shall provide all items necessary for the performance of the Works.

2.2 Interim Period

The Interim Period shall be the period between the Agreement's Effective Date and the Commencement Date. During the Interim Period, CONTRACTOR may perform any preparatory work and operations needed to mobilize for the Works, which may include, but is not limited to, the following:

1. Movement to, placement and set-up on project site of personnel, equipment, supplies and accessory items;

2. Establishment of offices, buildings and other needed facilities as well as utility work and connections needed for these facilities;
3. Scheduling details, coordination and any other work and expense appropriate prior to the start of Works under Agreement.

2.3 Operation and Maintenance of System

(a) Commencing no later than the Commencement Date and until the Acceptance Date of the Final Segment of the Works, CONTRACTOR will operate and maintain the Existing System that has not been upgraded and that is part of the scope of Works. CONTRACTOR shall maintain Existing System at an overall lighting efficiency of approximately seventy percent (70%).

(b) Upon Acceptance of each Segment, CONTRACTOR shall operate and maintain the accepted Segment at a level consistent with its conditions upon its Acceptance Date. This level shall be maintained through the Acceptance Date of the Final Segment of the Works.

(c) Prior to the Acceptance Date of the Final Segment, any materials and equipment installed or used in order to repair or replace the Existing System or any Segments or portions of Segments that have been accepted will be provided for under the Services Payments up to an amount of $100,000.00. Any costs for materials or equipment that exceed this amount during said operation and maintenance period shall be separately billed or surcharged on a time and materials basis and paid by CLIENT from sources other than the Revenue Fund, unless otherwise agreed to in writing. If the CLIENT lacks other available funds to pay for repair costs above the $100,000.00 cap, CONTRACTOR shall not be obligated to make any such repairs until such other funds are made available. Upon approval by CLIENT, CONTRACTOR shall have the right to use CLIENT's fixtures and materials for maintenance of the Existing System.

(d) CONTRACTOR'S operation and maintenance of Existing System and any Segments of the System that have received a Certificate of Acceptance will be compensated under the Services Payments in accordance with Article 6 of the Agreement and Schedule 4 (Payment Schedule) below during the Works Phase. The terms and conditions of Schedule 3 (Scope of Services) and Appendix 3A, "Services Performance Objectives and Penalties/Incentives" to Schedule 3 are not applicable to and not enforceable under the operation and maintenance of the Existing System or accepted Segments of the System prior to Acceptance Date of the Final Segment of the Works.

2.4 Works: Project Upgrade

CONTRACTOR shall perform the installation of the Infrastructure, Smart City Instruments and Artistic Lighting in accordance with Exhibit A ("Phase III, Lighting Conversion Implementation Plan"), Exhibit C ("Calendar of Execution") and Exhibit D ("Schedule and Breakdown of the Works").

2.4.1 Modifications to Calendar of Execution and Schedule of Works

CLIENT may request adaptations and modifications to the work schedule set forth in Exhibit C and D, provided that the request is made in writing and made no later than thirty (30) days before the submission of the required authorizations and applicable approvals. Notwithstanding the foregoing, for any adaptation and modifications to the work schedules for urban redevelopment or city-owned projects, CLIENT shall request any modifications at least sixty (60) days prior to the submission of the required authorizations.

Upon CLIENT's request, CONTRACTOR shall study and define the technical, economic and financial impacts of the scheduling adaptations and modifications and provide the CLIENT with a proposal for CLIENT's requests. Any scheduling adaptations or modifications must be agreed to in writing by both Parties and any financial or other consequences related to any requested scheduling adaptations or modifications that are subsequently implemented will be borne by CLIENT.

If a change of the schedule requested by CLIENT directly causes a delay in the acceptance of any Segment, the direct or indirect consequences, including costs, will be borne by CLIENT.

2.4.2 Conditions of Execution of the Works & Safety Program

Conditions of Execution of the Works. Prior to starting the Works, CONTRACTOR will obtain all requisite information and authorizations and fulfill all administrative requirements necessary for the performance of the Works. CONTRACTOR shall provide CLIENT an organizational plan of the Works to be performed, indicating the access requirements and installation requirements for the worksites and any plans to limit the impacts on the surrounding areas.

Safety Program. CONTRACTOR will make a commercially reasonable effort to ensure safety at the worksites and their surroundings areas for the entire duration of the Works in accordance with all Applicable Law. In carrying out its responsibilities herein, CONTRACTOR shall (a) protect the lives and health of persons performing the Work and other persons who may be affected by the Work and shall erect and maintain all necessary safeguards for such safety and protection; (b) prevent damage and theft to materials, supplies, and equipment whether on worksites or stored off worksites; and (c) prevent damage to other property at worksites or adjacent thereto. CONTRACTOR shall provide CLIENT with a safety plan within thirty (30) days from Commencement Date.

2.4.3 Progress Reports; Status Meetings

Progress Reports. CONTRACTOR shall periodically, but at least monthly, provide CLIENT progress reports pertaining to the Works detailing all ongoing tasks and the progress made with respect to the Calendar of Execution and the Schedule and Breakdown of the Works.

Status Meetings. Status meetings during the Works Phase will be held on a bi-weekly basis, and may be attended by Authorized Representatives and all persons designated by CLIENT and CONTRACTOR. Meeting times and frequency will be modified upon CONTRACTOR or CLIENT mutual agreement. Meeting minutes shall be recorded by CONTRACTOR for each meeting.

2.4.4 Project Commissioning and Acceptance

Project Commissioning. The Commissioning and Quality Assurance Plan in Exhibit G establishes procedures for commissioning each Segment of the Works. Upon completion of a Segment of the Works, CONTRACTOR, in concert with CLIENT, shall conduct a thorough and systematic performance test of each element of the completed Segment of the Works per the terms of the plan. CONTRACTOR shall correct or adjust any deficiencies in accordance with Schedule 5 and the Commissioning and Quality Assurance Plan.

Acceptance. Acceptance of Work or Segment of Work shall be in accordance with the procedures established in Section 3.7 of the Main Body of the Agreement and Schedule 5.

2.5 Modification of the Works

Based on specific needs of CLIENT, CLIENT and CONTRACTOR may modify the scope of the Works by executing a Change Order upon mutual written agreement that is executed by both Parties. The Change Order shall specify the agreed upon terms and conditions of any modification of the scope of the Works. Except as provided for in Section 1.3 of the Main Body of the Agreement, the Change Order shall constitute full and final settlement of all claims arising from or related to any Work either covered or affected by the Change Order or related to the events. All Change Orders must be approved and signed by CLIENT Representative and CONTRACTOR Representative or their authorized designees.

2.6 Monitoring of the Works

2.6.1 MUSE: Real-Time Monitoring of Works

Throughout the Works Phase, CONTRACTOR will implement its Computerized Maintenance Management System ("MUSE"), to monitor the progress of the Works. The CONTRACTOR will use MUSE to measure the timeline of the upgrades and monitor its crews on a real-time basis. All Infrastructure and Artistic Lighting installations and repairs made to the System, including poles & fixture types, drivers, LED kit, etc., will be updated in MUSE to reflect new field conditions. Built-in work order schedules will be entered into MUSE to ensure that the proper equipment and materials are on the trucks before they leaves the facility.

CLIENT shall have a real-time access to MUSE to monitor the status of the streetlight asset upgrade.

2.6.2 Construction Monitoring

CONTRACTOR shall perform checks at the end of each workday to ensure that all work performed is functioning as intended.

2.6.3 Operating Center

Within ten (10) days of the Commencement Date, an Operating Center will be established which shall have the requisite personnel, technology and equipment to monitor the indicators (MUSE reports), System alerts and the real-time location of site technicians for a holistic status of the System, Smart City Instruments and Artistic Lighting installations.

The Operating Center shall be equipped to analyze problems, communicate with site technicians and supervisors, track issues through resolutions, and escalate problems when appropriate. For emergencies or disasters, the Operating Center shall have established procedures in place to immediately contact the correct team and respond appropriately.

Responsibilities of Operating Center personnel will include:

- Phone hotline management
- Streetlight monitoring
- Emergency response
- Repairs and upgrade monitoring
- Communication and reporting between the field teams, headquarters, and the CLIENT
- MUSE administration (database updates and treatment of the work orders)

2.7 Waste Management & Recycling during the Works Phase.

During the Works Phase, recycling management processes will be integrated throughout CONTRACTOR's day- to-day operation (ISO 9001-14001). CONTRACTOR shall procure and/or maintain the appropriate recycling and disposal facilities.

2.8 Project and Performance Baseline Inventory

CONTRACTOR has conducted a baseline audit of the operational performance of the System and has provided CLIENT with the full inventory of the assets, which has been incorporated into MUSE, and relied on

as the System Baseline under Section 1.1 of Appendix 3A "Services Performance Objectives and Penalties/Incentives" of Schedule 3.

Pursuant to Section 5.1 of the Main Body of the Agreement, no later than thirty (30) days prior to the Acceptance Date of the Final Segment of the Works, CONTRACTOR shall conduct an audit and inventory of the operational performance of the System after all the Infrastructure is installed. If additional Energy Savings are recognized after the audit and inventory, CONTRACTOR shall integrate and use all resulting data to calculate and revise the Performance Baseline and adjust Section 1.1 of Appendix 3A "Services Performance Objectives and Penalties/Incentives" of Schedule 3, accordingly.

2.9 Measurement and Verification Plan: Energy Savings

Within sixty (60) days of the Commencement Date, CONTRACTOR shall provide CLIENT with a written Measurement and Verification Plan (M&V Plan), which shall be based on the International Performance Measurement and Verification Protocol (IPMVP). The M&V Plan shall provide the CLIENT with an accurate assessment of Energy Savings for an Annual Period and identify any Savings Excess or Savings Shortfall for the corresponding Annual Period in accordance Performance Assurance Reconciliation of Appendix 3A of Schedule 3 below.

ARTICLE 3: Technical Scope of Works:

The technical Scope of Works is detailed in Exhibit A (Phase III: Lighting Conversion Implementation Plan).

ARTICLE 4: Technical Specifications and Drawings:

The Works shall be performed in accordance with the technical specifications and drawing set forth in Exhibit E.

APPENDIX 2A TO SCHEDULE 2– Works Performance Objectives and Penalties

The Works Performance Objectives and Penalties are set forth below. Section 1 details the Key Performance Indicators (KPIs) that will be measured and evaluated during the Works Phase and serve as CONTRACTOR's performance metrics for the Works Phase. Section 1 details each KPI that will be measured and provides the respective formula used during the Agreement to measure the Works KPIs. Section 2, below, provides a quick reference table that details the Works KPIs and commitments. Section 3, below, depicts the penalties calculations applied for each KPI should CONTRACTOR not satisfy its respective commitments.

1. Works Phase Commitments

1.1 Starting Date of Works (Ksd)

CONTRACTOR commits to commencing the Operation and Maintenance of the System pursuant to Section 2.3 of Schedule 2 on or before the Commencement Date.

1.2 Commissioning (Kc)

Within twelve (12) months of the Commencement Date, CONTRACTOR commits to submitting the certificate of substantial completion for the Final Segment of the Works, pursuant to the Commissioning and Quality Assurance Plan.

1.3 Recycling/Disposal (Kr)

CONTRACTOR shall recycle or properly dispose of the Lamps, housing and miscellaneous electronics of the existing fixtures. CONTRACTOR commits to achieving a 90% recycling rate, which shall be measured in accordance with the below KPI formula (Kr). Per the below formula, one (1) Lamp and associated housing and one (1) miscellaneous electronics per street light shall equal one (1) set of materials for the terms of this KPI. This commitment will be measured at the completion of the Works Phase and be based on CONTRACTOR's disposal records.

$$Kr = \frac{R}{S}$$

With S= Number of upgraded street lights
R= Number of sets of materials recycled/properly disposed

2. KPI Table

Category	Sub-category	Designation	Commitment	Unit	Periodicity
Construction	Operation and Maintenance	Ksd - Starting date	Commence Operation and Maintenance of System on or before Commencement Date	Business Day	Once
	Construction	Kc - Commissioning	12 months after Commencement of Works Phase for the Final Segment of the Works	Month	Once
	Construction	Kr - Recycling/Disposal rate	90%	% of recycled/disposed sources	Once

3. Performance Penalties for Works Phase

3.1 General

Works Phase penalties shall be identified, documented and agreed to by CLIENT and CONTRACTOR at the respective status meetings. Upon receipt of CLIENT's penalty notification, CONTRACTOR shall have ten (10) days to notify CLIENT in writing whether the CONTRACTOR disputes any penalty. If CONTRACTOR disputes a penalty notification, then CONTRACTOR and CLIENT shall set a meeting within twenty (20) days to review the penalty claim. Notwithstanding the foregoing, the CONTRACTOR shall timely notify the CLIENT of any KPI penalties CONTRACTOR identifies.

Non-compliance with the Works Performance Objectives will result in the application of below penalties, except where the non-compliance was caused by, wholly or partially, a Supervening Event, or delays in the start of the Works or delays in installation or commissioning of Infrastructure, Smart City Instruments or Artistic Lighting that were caused by actions not attributable to CONTRACTOR.

The payments for penalties, if any, are the sole remedy of CLIENT under the Works Performance Objectives of this Schedule. Any penalties under the Works Performance Objectives shall be deducted from the Service Payments until satisfied.

3.2 Works Phase Penalties

If CONTRACTOR does not comply with its commitments set forth above for the respective KPIs, the following penalties shall apply:

Delay in starting the Works (Ksd) = $ 1000.00 per Business Day, until effective starting date.

Delay in commissioning (Kc) =

- From 1 to 30 calendar days = 0.5 % of the non-commissioned Works Amount
- From 31 to 60 calendar days = 1 % of the non-commissioned Works Amount
- More than 61 calendar days = 2% of the non-commissioned Works Amount

The penalties for a delay in commissioning (Kc) are not cumulative. For example, the total penalty assessed for a delay in commissioning of 45 days would be 1% of the Works Amount.

Recycling (Kr)

Penalties for noncompliance of the recycling rate (Kr) for the total amount of Lamps and miscellaneous electronics =

80 % ≤ Kr < 90 % = Penalties of $ 3,000

70 % ≤ Kr < 80 % = Penalties of $ 5,000

Kr < 70 % = Penalties of $ 10,000

The penalties for a recycling (Kr) are not cumulative. For example, the total penalty assessed for a recycling rate of 75% would be $5000.00.

SCHEDULE 3: SCOPE OF SERVICES

Performance of Services after Acceptance ("Services Phase")

No later than the Acceptance Date of the Final Segment of the Works, or such other date agreed to in writing between the Parties, CONTRACTOR shall commence performance of the Services Phase. During the Services Phase, CONTRATOR shall be responsible for ensuring the technical operation and maintenance of the System to achieve Energy Savings and Services objectives. CONTRACTOR shall also render such Smart City Instrument and Artistic Lighting services as described herein.

Article 1: System Energy Savings

The following sections of this Article 1 identify and detail the programs that serve to measure, reconcile and optimize Energy Savings.

1.1 Performance Guarantee: Performance Assurance Reconciliation

The Energy Savings commitments, specifically the Performance Guarantee as described in Article 5 in the Main Body of the Agreement (Performance Guarantee), shall be measured and reconciled annually pursuant Performance Assurance reconciliation process set forth in Section 1.1 & 1.2 of Appendix 3A "Services Performance Objectives and Penalties/Incentives" of this Schedule. An Annual Performance Report will be issued upon completion of reconciliation detailing any Savings Shortfall or Saving Excess.

1.2 Measurement and Verification of the Energy Savings

During the Services Phase, CONTRACTOR shall implement the M&V Plan to measure, verify and reconcile Annual Realized Savings as part of the Performance Assurance reconciliation. Annual Period measurement and verification results shall be detailed in the Annual Performance Report.

Commencing on the Acceptance Date of Final Segment of the Works, CONTRACTOR shall provide CLIENT with read-only access to real-time System measurement and verification data in MUSE used to measure, verify and reconcile Annual Realized Savings.

1.3 Optimization of CLIENT Energy Bills

With CLIENT consent, CONTRACTOR shall review CLIENT's energy bills and provide the CLIENT with the following:

- strategies to optimize its energy supply, pricing and terms with provider, if possible;
- Follow-up, verify and validate of the invoices issued by the energy supplier(s) within the framework of the supply contracts for the consumption of electric energy;
- Assistance CLIENT with claims against the energy supplier in case of problems with the quality of the supply or noncompliance commitments made to CLIENT.

CONTRACTOR shall present the results annually with energy optimization recommendations.

1.4 Impacts on Energy Savings: CLIENT Solar Projects

CLIENT is contemplating solar projects that may impact the energy consumption and servicing of the System. This Agreement shall be modified as described herein if any solar projects impact the System or Energy Savings.

Article 2: System Operation and Maintenance

The following sections of this Article 2 detail the scope of the System's Operations and Maintenance program that will be implemented during the Services Phase. The first two sections set forth the System's asset inventory and analysis program. The third and fourth sections set forth the maintenance and repair program for the System's assets and response measures instituted during emergencies. The fifth, sixth and seventh sections depict the monitoring program for the System: MUSE, Operating Center. The final section details the recycling program for the System that will be instituted throughout the Services Phase.

2.1 Photometric Analysis

Each Annual Period CONTRACTOR shall randomly measure 1% of the System's Infrastructure to assess the System's lighting performance compliance with the IESNA Guide for Photometric Measurement of Roadway Lighting Installations. The results of the photometric analysis will be included in the Annual Performance Report and will be the basis for the KPI commitments for lighting performance (Klp).

2.2 Inventory of the assets

Throughout the Services Phase, CONTRACTOR shall maintain a continuous inventory of the System's assets in MUSE. CONTRACTOR shall deliver to CLIENT an audit report of the inventory for the System in each Annual Performance Report. The inventory report shall include:

(1) A summary description of the System; and

(2) A summary of the condition of System and its conformity to the applicable standards and procedures established in the Schedule 2 (Scope of Works).

2.3 Maintenance and Repairs

CONTRACTOR shall operate and maintain the System's lighting performance and malfunctions in accordance with below provisions and the response times and monitoring commitments defined in Appendix 3A, "Services Performance Objectives and Penalties/Incentives" to this Schedule.

The Operation and Maintenance of the System is split into two categories:

- **Scheduled and Unscheduled Maintenance** pertains to CONTRACTOR's proactive maintenance and/or restoration of the Infrastructure to its proper functioning status.
- **Repair(s)** pertains to CONTRACTOR's repairs rendered necessary by the history of the System (including but not limited to repair and replacement of Non-Upgraded System Assets) and/or unforeseen events (including, but not limited to, abnormal use, vandalism and accidents).

2.3.1 Scheduled and Unscheduled Maintenance

Scheduled Maintenance. CONTRACTOR's Scheduled Maintenance program is designed to optimize the lighting performance and reduce the outage rate through proactive monitoring of the System. As part of its

Scheduled Maintenance program, CONTRACTOR shall perform preventative maintenance on the System as set forth below.

- Complete audit of the assets at the beginning of Services Phase to identify general asset conditions for preventive maintenance planning.
- City-wide day and night patrols for outages, day burns, and related maintenance issues. The entire System will be patrolled at least once a month.
- Cleaning of the fixtures as needed.
- Use of the MUSE and other advanced tools for predicting issues, scheduling preventive maintenance, and maintaining asset inventory and stock management.

Unscheduled Maintenance. Unscheduled Maintenance refers to CONTRACTOR's obligations to maintenance and repair any Infrastructure outages and malfunctions that are caused by Normal Wear and Tear of the Infrastructure or caused by defective Infrastructure. Unscheduled Maintenance will also include outages caused by Normal Wear and Tear to System assets that have been upgraded in accordance with Section 2.3.2 below. Unscheduled Maintenance does not include repairing outages caused by deterioration (i.e. abnormal wear or aging), accidents, acts of vandalism or acts of god.

All Scheduled Maintenance and Unscheduled Maintenance activities are covered under the monthly Services Payment amounts during the Service Phase.

2.3.2 Repairs

CONTRACTOR shall make the necessary Repairs for System outages, System malfunctions and damages to the System that are caused by the Normal Wear and Tear of Non-Upgraded System Assets or caused by deterioration (i.e. abnormal wear or aging), accidents, acts of vandalism or acts of god.

The cost of the Repairs made to the System shall be based on the list of Unit Prices for the category "Current Maintenance", as set forth in Exhibit B. CONTRACTOR shall submit to CLIENT, for written approval, a work order that includes the cost provisions of each Repair within ten (10) days of the reported outage, malfunction or damage. In the absence of written approval from CLIENT to perform the Repairs within fifteen (15) Business Days following receipt of CONTRACTOR's costs provisions and work order, all related KPIs and their associated penalties shall be temporarily suspended and unenforceable and CONTRACTOR shall not be obligated to make any such Repairs until receipt of CLIENT written authorization.

During an Annual Period, the costs of any outage, malfunction or damage to the System that require Repairs, as described in this Section 2.3.2, shall be covered under the Annual Period's Services Payments, up to an amount of $100,000.00 ("Damage Amount"). Any costs for Repairs that exceed the Damage Amount in any Annual Period shall be separately billed or surcharged and paid by CLIENT from sources other than the Revenue Fund, unless otherwise agreed to in writing. If the CLIENT lacks other available funds to pay for the Repairs above the Damage Amount, CONTRACTOR shall not be obligated to make any such Repairs and all related KPIs and their associated penalties shall be temporarily suspended and unenforceable until such other funds are made available.

CLIENT acknowledges that it shall receive and take title to any repaired or replaced parts of the System described under this Section upon completion of installation, inspection and acceptance.

2.3.3 Incident Report

In cases of System damage, outage or malfunction caused by a third party or act of god, CONTRACTOR shall administratively manage the matter as follows.

Once the damage, outage or malfunction is observed or reported, CONTRACTOR shall:

- secure the concerned part of the System;
- make reasonable efforts to identify the third party at fault, if any;
- make reasonable efforts to collect information and document the incident (driver information, contact information, police report number, etc.);
- assist, if applicable, with assessment activities.

CONTRACTOR shall generate a report of each incident and provide it to CLIENT.

2.4 Emergency response.

As part of the Services Payment, CONTRACTOR shall maintain on-call field personnel who are operational 24 hours per day, 365 days per year. On-call technicians shall have the authority to take initiatives and make decisions in emergency situations. On-call technicians shall have all necessary tools and plans (keys, operating diagrams, city on-call numbers, etc.) at their disposal to make the conditions safe and/or re-establish the System elements within the response times defined in Appendix 3A, "Services Performance Objectives and Penalties/Incentives" to this Schedule.

Emergency response scenarios include:

- Those caused by outside influences, presenting an immediate danger to the public, such as a vehicle striking a pole or downed wires;
- Those caused by faulty System elements, such as a faulty cable or bad splice causing a mass outage; and
- Those that would not normally be deemed an emergency but for extenuating circumstances, such as a "light out" in an already under-lit area or a missing base door on a pole in close proximity to a school or day care center.

In the event of the first type of emergency, such as a pole down, CONTRACTOR shall secure the area, the extent of the damage shall be surveyed, and a report shall be generated recommending the next course of action. The appropriate action will then be placed on the schedule for Repairs.

In the event of the second type of emergency, such as faulty System equipment or infrastructure, CONTRACTOR shall visit the site immediately to do a visual inspection of the area. His/her observations shall then be relayed to the appropriate teams in order to expedite the Repair or Unscheduled Maintenance.

In the event of the third type of emergency, a CONTRACTOR shall direct a team to the site to affect immediate Repairs or Unscheduled Maintenance actions.

In each case, if the damage is due to a third party or act of god, CONTRACTOR shall take pictures and generate a report that includes all of the pertinent information (driver information, contact information, police report number, etc.) in accordance with Section 2.3.3 of this Schedule. The report shall be sent to CLIENT.

2.5 Centralized Maintenance Management Software (MUSE)

During the Services Phase, CONTRACTOR will use its Computerized Maintenance Management System ("MUSE"), to monitor the entire scope of the System and Artistic Lighting installations. CLIENT shall have access to MUSE database, which shall be updated on a real-time basis.

MUSE shall provide the following:

- The System asset data (database, cartography, condition of the System assets, photo, description of Artistic Lighting sites)
- The current maintenance data (tickets, work orders, feedback, response time, day and night patrols
- The preventive data (schedule, status, measurements)
- The rate energy consumptions data (wattage, control)
- The works schedule

2.5.1 MUSE: Daily Work Schedules

Throughout the Services Phase, CONTRACTOR shall implement MUSE in order to organize each team's daily work. CONTRACTOR shall implement the following process to prioritize and execute work schedules in response to outage reports:

- Step 1: An outage is reported by any source (Operating Center, CLIENT, patrols, etc.);
- Step 2: CONTRACTOR's management team prioritizes the reported outage and distributes it to the appropriate maintenance team using MUSE's advanced prioritization functionalities;
- Step 3: MUSE electronically sends work order to maintenance team;
- Step 4: The maintenance team completes repair / maintenance work and submits completion report to the central MUSE server;
- Step 5: The management team checks the job and automatically updates the MUSE asset database.

All actions shall be recorded and stored in the MUSE, establishing a record of maintenance for each asset and a detailed history of each work order.

2.5.2 MUSE: Performance Monitoring

During the Services Phase, CONTRACTOR will use MUSE to measure the timeline of the maintenance and repairs as well as the performance of the System. CONTRACTOR's crews shall be monitored on a real-time basis and each step of the process shall be logged into the system for review and verification. All System changes, including poles & fixture types and/or LED kits, shall be updated in MUSE on a regular basis to reflect the new field conditions.

2.5.3 MUSE: Analysis and Reporting Tools

During the Services Phase, the analysis and reporting tools of MUSE shall be the primary means for monitoring the status of the System and the primary database function utilized to validate and verify KPI commitments set forth in Appendix 3A below (with the exception of lighting performance (Klp)).

2.6 Operating Center.

CONTRACTOR shall continue to operate throughout the Services Phase the Operating Center established in the Works Phase.

Responsibilities of Operating Center personnel shall continue to include:

- Phone hotline management
- Streetlight monitoring
- Emergency response
- Repairs and upgrades monitoring
- Communication and reporting between the field teams, headquarters, and the CLIENT

2.7 Waste Management & Recycling.

Recycling management processes shall be integrated throughout CONTRACTOR's day- to-day operation (ISO 9001-14001). CONTRACTOR shall procure and/or maintain the appropriate recycling and disposal facilities.

Article 3: Services Phase System Reports

3.1 Monthly Reports

CONTRACTOR shall provide a monthly report of the operations and maintenance activities for the preceding month, including the KPI values, within seven (7) Business Days after the conclusion of each calendar month.

3.2 System Annual Performance Report

CONTRACTOR shall provide an Annual Performance Report of the System's operating results for each Annual Period, which shall detail the achieved Energy Savings and the Services objectives of the System. The Annual Performance Report will be provided to CLIENT for review and acceptance within thirty (30) days after the close of each Annual Period.

Article 4: Smart City Instruments and Artistic Lighting Operation and Maintenance

CONTRACTOR shall maintain the Artistic Lighting installations and Smart City Instruments in a fully operable and functional condition throughout the Services Phase. Any repairs or replacement of Artistic Lighting installations and Smart City Instruments shall be authorized in writing by the CLIENT and separately billed or surcharged to CLIENT on a time and materials basis and paid by CLIENT from sources other than the Revenue Fund, unless otherwise agreed to in writing. If the CLIENT does not have other available funds to pay for the repair or replacement of Artistic Lighting installation and Smart City Instruments, CONTRACTOR shall not be obligated to make such repairs and all related KPIs and their associated penalties shall be temporarily suspended and unenforceable until such other funds are made available.

Any maintenance activities performed on the Artistic Lighting installations and Smart City Instruments shall be included in the monthly report described above.

Article 5: Services Phase Incentives & Penalties, Site Visits and Status Meetings

5.1 Incentives and Penalties

In fulfilling its obligations as detailed hereunder, CONTRACTOR shall be subject to the Services Performance Objectives, as defined in Appendix 3A of this Schedule, "Services Performance Objectives and Penalties/Incentives". In the interest of both Parties, incentive and penalty metrics based on performance indicators are established in Appendix 3A of this Schedule as basis to measure the Services Performance Objectives.

Non-compliance with the Services Performance Objectives shall result in the application of penalties, as defined in the Appendix 3A of this Schedule, except where the non-compliance was caused by, wholly or partially, a Supervening Event or accidents, acts of vandalism or malfunction of the System due to actions not attributable to CONTRACTOR.

The penalties, if any, are the sole remedy of the CLIENT under the Services Performance Objectives of this Schedule, except as provided for in Section 4.1.1(e) of Appendix 3A.

5.2 Site Visits

Upon request and within a reasonable timeframe, the CLIENT Representative or his designee will be afforded the opportunity to visit and inspect the System during the Services Phase. A report summarizing the inspection will be provided to the CLIENT by the CONTRACTOR following the CLIENT'S inspection.

5.3 Status Meetings

Status meetings during the Services Phase will be held on a bi-weekly basis, and may be attended by all persons designated by the CLIENT and the CONTRACTOR. Meeting times and frequency will be modified upon CONTRACTOR or CLIENT mutual agreement. CONTRACTOR shall record and provide the CLIENT with the meeting minutes for each meeting.

Article 6: Technical Monitoring Committee; Technical Advancements

6.1 Technical Monitoring Committee

The CONTRACTOR commits to ensure ongoing technical monitoring in order to allow the CLIENT to benefit from Technological Advancements and to remain informed about changes in standards and regulations.

A Technical Watch Committee shall be created for this purpose. The Technical Watch Committee shall consist of an equal number of representatives from the CLIENT and from the CONTRACTOR and shall meet at the end of each Annual Period. The agenda of the meetings shall be established by the CONTRACTOR with the CLIENT's input. The purpose of these meetings shall be to inform the CLIENT about:

- potential Technological Advancements and their impact on the execution of the Agreement; and
- potential changes in any standards and regulations and about their impact on the performance of the Agreement.

6.2 Installation of Technological Advancements

CONTRACTOR shall develop a technical and financial analysis for any Technological Advancements the CLIENT requests implemented. The technical and financial analysis shall include a draft implementation and cost schedule for the installation of the Technological Advancements, as well as identify impacts the installation will have on the operating and maintenance costs of the System. Any installation of Technological Advancements shall be agreed to in writing by the Parties. The cost of the installation of any Technological Advancements will be entirely borne by the CLIENT.

The installation of Technological Advancements may have a positive or negative impact on Energy Savings and the costs of Services. Any adjustments whether in the form of savings or increased costs will be reflected in the Services Payments. If the installation of Technological Advancements causes a Material Change in the System, then the Performance Guarantee shall be adjusted in accordance with Article 5 of the Main Body of this Agreement.

Article 7: Additional Street Lights, Artistic Lighting and Smart City Projects

7.1 Addition of Street Lights to System

Upon mutual written agreement executed by both the Parties, CLIENT may request and CONTRACTOR will install and/or provide Services for additional street lights that were not part of the System on the Acceptance Date. CLIENT will provide official documents detailing the number and the nature of the additional street lights, and all other related documentation and drawings. The remuneration for the construction and installation of any additional street lights shall be agreed to by the Parties and shall be separately billed or surcharged to the CLIENT. Adjustments to the Service Payments for Services rendered for any additional street lights will be made in accordance with Section 1.1.2 of Schedule 4.

Any additional street lights integrated into the System after the Acceptance Date will be considered a Material Change to the System. The Parties shall modify the Performance Baseline and Services Performance Measures Objectives to account for the Material Change without resulting in a Savings Shortfall or penalties.

7.2 Additional Artistic Lighting and Smart City Projects

Upon mutual written agreement that is executed by both Parties, CLIENT and CONTRACTOR may modify this Agreement for the provision of additional artistic lighting projects and/or smart city installations to be provided during the Services Phase. The modification shall specify the agreed upon terms and conditions for any additional artistic lighting projects and/or smart city installations.

7.3 Additional Funding Sources

By execution of this Agreement, the CLIENT, without any further approvals needed, has been duly authorized by its respective authorities to use (but is not required to use) additional savings and additional funding sources derived herein and from ancillary engagements to fund the construction and maintenance of additional street lights, artistic lighting and smart city projects.

APPENDIX 3A TO SCHEDULE 3 – Services Performance Objectives and Penalties/Incentives

The Services Performance Objectives, Penalties and Incentives for the System are detailed below. Sections 1 and 2 describe the System's Key Performance Indicators (KPIs) that will be measured and evaluated during the Services Phase and serve as CONTRACTOR's performance metrics for the System during the Services Phase. Sections 1 and 2 below describe each KPI that will be measured and provide the respective formula used during the Agreement to calculate the KPIs. Section 3, below, details CONTRACTOR's commitments for each KPI, which will be measured in accordance with Section 1 and 2. Section 4, below, depicts the penalties and incentives calculations applied to each commitment.

The below KPIs apply only to the System. The below KPIs do not apply to the Artistic Lighting installations or Smart City Instruments.

1. Energy Savings: System Performance Guarantee KPI

1.1 System Guaranteed Annual Savings (Ke)

Guaranteed Annual Savings reflects the annual savings in kWh that CONTRACTOR commits to under the Performance Guarantee. Guaranteed Annual Savings is the difference in kWh between the System Baseline and the Performance Baseline over an Annual Period. CONTRACTOR commits to achieving the Guaranteed Annual Savings during the Performance Guarantee Period. The Guaranteed Annual Savings commitment is reconciled through the calculation of the Annual Realized Savings for an Annual Period and comparing that result to the Guaranteed Annual Savings for the corresponding Annual Period, pursuant Section 1.2 of this Appendix 3A, below.

In accordance with the M&V Plan, CONTRACTOR shall calculate Annual Realized Savings by taking the difference in kWh between the actual energy consumption of the System and the System Baseline for the respective Annual Period. The commitment in terms of Guaranteed Annual Savings is set forth below:

The KPI associated to the Guaranteed Annual Savings (Ke) is calculated as follow:

$$Ke = K_{sb} - K_{pb}$$

Where:

Ke = 14,471,605 kWh per Annual Period
K_{sb} = 23,752,007 kWh per Annual Period
K_{pb}= 9,253,402 kWh per Annual Period

AND

$$K_{sb} = K_{sb_{metered}} + K_{sb_{unmetered}}$$

Where:

K_{sb} = System Baseline: Total consumption in kWh for an Annual Period prior to Works, the sum of metered and unmetered lights

$K_{sb\ metered}$ = Total measured kWh usage of metered street lights in the System Baseline for an Annual Period, as measured and billed by Public Service Company of New Mexico
$K_{sb\ unmetered}$ = Total expected kWh usage of unmetered street lights in the System Baseline for an Annual period, as defined by the corresponding "Monthly kWh Usage" (multiplied by 12) in Exhibit A for each streetlight in the inventory.

AND

$$K_{pb} = K_{pb_{metered}} + K_{pb_{unmetered}}$$

Where:

K_{pb} = Performance Baseline: Total consumption in kWh for Annual Period after completion of Works, the sum of metered and unmetered lights
$K_{pb\ metered}$ = Total measured kWh usage of metered street lights in Performance Baseline for an Annual Period, as measured and billed by Public Service Company of New Mexico
$K_{pb\ unmetered}$ = Total expected kWh usage of unmetered street lights in the Performance Baseline for an Annual period, as defined by the corresponding "Monthly kWh Usage" (multiplied by 12) defined in PNM Rate 20 for each streetlight in the to-date Muse defined inventory.

1.2 Performance Assurance Reconciliation

A Performance Guarantee Period savings reconciliation will be performed at the end of each Annual Period as follows unless otherwise agreed:

(a) At the conclusion of each Annual Period, CONTRACTOR will calculate the System's Annual Realized Savings and compare the result to the Guaranteed Annual Savings for the corresponding Annual Period.

(i) Should the Annual Realized Savings be greater than the Guaranteed Annual Savings for the corresponding Annual Period, a Savings Excess shall be recorded accordingly and paid in accordance with Section 4.2.2 of this Appendix 3A.

(ii) Should the Annual Realized Savings be less than the Guaranteed Annual Savings, a Savings Shortfall shall be recorded and paid in accordance with the terms below and Section 4.1.2 of this Appendix 3A.

(b) Within sixty (60) days following issuance and acceptance by CLIENT of the Annual Performance Report for the corresponding Annual Period, CONTRACTOR shall pay to CLIENT the Savings Shortfall, if any, identified in the Annual Performance Report and shall have fulfilled its obligations under the Performance Guarantee for the applicable Annual Period and the Shortfall Payment being then equal to the Guaranteed Annual Savings for the applicable Annual Period.

(c) The payments and credits based on Savings Shortfalls, if any, are the sole remedy of CLIENT under this Performance Guarantee; provided, however, if the Penalties Cap is exceeded, CLIENT shall have the right to terminate the Agreement pursuant to Section 9.1(b)(1) of the Main Body of the Agreement.

2. System Operations & Maintenance KPIs

CONTRACTOR will operate and maintain the System throughout the Services Phase of the Agreement, subject to the penalties and incentives for the below KPIs.

2.1 Accuracy of MUSE Database (Km)

During Services Phase, CONTRACTOR will implement its MUSE software to monitor the assets. Through the software, CLIENT will be able to monitor CONTRACTOR's performance objectives (KPIs) and CONTRACTOR's contractual commitments. The KPI for the accuracy of the MUSE database reflects CONTRACTOR's commitment to providing accurate and timely data inputs for System monitoring. CONTRACTOR commits to a 99% accuracy rate for a given month. The following formula shall be used to calculate the Accuracy of MUSE Database (Km):

$$Km = 1 - \frac{D}{S}$$

with: D = number of major discrepancies in MUSE CLIENT has notified CONTRACTOR of during the respective month (except additional assets or changes CLIENT has not communicated to CONTRACTOR)
S = number of street lights existing in the inventory during the month

2.2 Outage rate (Ko)

CONTRACTOR will measure the number of street light outages that occur each month. This KPI measures the Scheduled Maintenance program's efficiency in proactively servicing the System to prevent outages. CONTRACTOR commits to a less than 2% outage rate for existing inventory for the respective month. The KPI associated with the monthly outage rate is calculated as follows:

$$Ko = \frac{P}{S}$$

with: P = number of outages during the month
S = number of street lights existing in the inventory during the month

Notwithstanding the foregoing, outages caused by CLIENT or third-party actions, whether construction or otherwise, accidents, vandalism, or CLIENT's decision to turnoff or shutdown the System or any part thereof for any reason will not be included in the outage rate measurement.

2.3 Availability of the assets (Ka)

The KPI for the availability of the assets (Ka) measures the average percentage of time that the System is operating on a monthly basis. For this KPI, CONTRACTOR reviews each street light individually to calculate the number of days that each street light is operating and functioning within the respective month. The KPI associated with the monthly availability of the assets is calculated as follow:

$$Ka = \frac{\sum_i^N (\frac{d_i}{D_m})}{N}$$

With: N = the number of fixtures existing in the inventory for the month (i.e. the total number of street lights less accepted or scheduled outages)
D_m = Days in the given month
d_i = days that the given fixture (i) was out during the month
Ka = the average amount of time all fixtures were out each month (calculated on an individual basis)

The operational or functional status of streetlight for the terms of calculating this KPI does not include malfunctions or operational issues caused by CLIENT or third-party actions, whether construction or otherwise, accidents, vandalism, or CLIENT's decision to turnoff or shutdown the System or any part thereof for any reason.

2.4 Self-detection (Ks)

Self-detection of outages reflects CONTRACTOR's commitment to proactively monitor the System. Through its self-detection program, CONTRACTOR patrols the System in order to proactively locate and repair outages. CONTRACTOR commits that it will self-detect at least 75% of the outages inputted into MUSE in a given month. The KPI associated for the monthly self-detection rate is calculated as follow:

$$Ks = \frac{NOC}{P}$$

With: NOC = Number of outages CONTRACTOR detects in a month
P=Total number of inputted outages in a month (which includes CLIENT's and third party reported detections)

2.5 Emergency Response time / Delay of Unscheduled Maintenance or Repairs

Under the below subsections, CONTRACTOR commits to intervene in cases of outages, malfunctions or damages to the System in order to:

- Secure the installation in emergencies, if necessary
- Proceed with the repairs within the response times

Notwithstanding anything herein, if CONTRACTOR is required to obtain approval from CLIENT or permit for maintenance of traffic (MOT) or if the malfunction or outage is inaccessible due to no fault of CONTRACTOR or if materials need to be procured, CONTRACTOR shall diligently work to obtain the requisite approval, permits, access and/or materials and shall be allotted a reasonable amount additional time to meet the KPI commitments set forth below.

2.5.1 Emergency Response time (Kt)

In cases of System outage, malfunction or damage that are a public safety concern as set forth in Section 2.4 of Schedule 3, CONTRACTOR commits to respond to the outage, malfunction or damage within one (1) hour of the detection or notice. CONTRACTOR commits to be at the location of the outage, malfunction or damage and to commence the necessary actions to secure the site within the stated timeframe. The KPI associated with the emergency response time (Kt) is calculated as follow:

- From the detection of the street light outage or damage that is a public safety concern by CONTRACTOR or receipt of an email/fax/call from authorized person(s) (CLIENT, police, firemen, or other persons designated by CLIENT and CONTRACTOR is on notice of)

- And shall continue until CONTRACTOR is onsite to secure the installation.

This KPI is calculated only for the cases where the installation must be secured in CONTRACTOR's professional judgment. If simultaneous street light outages or damages occur that are of a public safety concern, Kt penalty metric shall only apply to the first received report. CONTRACTOR shall respond to subsequent reported emergencies in order of priority and/or receipt.

2.5.2 Delay of Unscheduled Maintenance or Repairs (Kd1, Kd2, Kd3)

Kd_1 and Kd_2. In cases of street light outages caused by or related to the Equipment malfunction only, CONTRACTOR commits to repair the outage within the timeframes described below for Kd_1 and Kd_2. The metrics used to determine compliance with delay of Unscheduled Maintenance or Repairs for Kd_1 and Kd_2shall be calculated as follows:

- From the detection of the Equipment malfunction by CONTRACTOR or receipt of an email/fax/call from authorized person(s) (CLIENT or other persons designated by the CLIENT and CONTRACTOR is on notice of)

- And shall continue until CONTRACTOR repairs outage.

Commitments for the Delay of Unscheduled Maintenance or Repairs for Kd_1 and Kd_2 are as follows:

- The KPI for Kd_1 shall apply for single street light outage or malfunction. CONTRACTOR commits to repair a single outage or malfunction within 48 hours of detection or notice.
- The KPI for Kd_2 shall apply when more than three (3) street lights in a row are out or malfunctioning. CONTRACTOR commits to repair such outages within 4 hours of detection or notice.

Kd_3. In cases of street light outages caused by or related to damage to the poles, arms or foundations, CONTRACTOR commits to repair the outage within the timeframes described below for Kd_3. The metrics used to determine compliance with delay of Unscheduled Maintenance or Repairs commitments for Kd_3 shall be calculated as follows:

- From the detection of the outage by the CONTRACTOR or receipt of an email/fax/call from authorized person(s) (CLIENT or other persons designated by the CLIENT and CONTRACTOR is on notice of)

- And shall continue until CONTRACTOR repairs outage.

Commitments for the Delay of Unscheduled Maintenance or Repairs for Kd_3 is as follows:

- For KPI for Kd_3, CONTRACTOR commits to repair the outage within 6 weeks.

2.6 Monthly Reports (Kq)

CONTRACTOR shall provide a monthly report of its operations and maintenance activities for the preceding month, including the KPI values, within seven (7) Business Days after the conclusion of each calendar month.

2.7 Lighting Performance (Klp)

During the Services Phase, CONTRACTOR shall randomly measure 1% System's Infrastructure each Annual Period to assess the System's lighting performance compliance with the IESNA Guide for Photometric Measurement of Roadway Lighting Installations. CONTRACTOR will measure the lighting performance of the sampled lights to determine compliance with the illuminance standards set forth in the IESNA Guide for Photometric Measurement of Roadway Lighting Installations for the respective roadway.

CONTRACTOR commits to achieving 100% compliance for lighting performance in the sampled street lights, considering the space-to-mounting ratio is between 3 and 5. Calculations to determine compliance with lighting performance commitment shall be based on the below formula:

The KPI associated with the lighting performance is calculated as follow:

Considering: $3 \leq \frac{S}{MH} \leq 5$

$$Klp = \frac{I + \left(E_{avg} / E_{min}\right)}{I_0 + \left(E_{avg0} / E_{min0}\right)}$$

with:

S/MH =	Spacing-to-mounting height ratio, ratio of the distance between luminaires centers, along the center line of the street, to the mounting height above the roadway
I =	Average measured Illuminance (Lux)
I_0 =	IES reference value for the considered type of configuration (see tab below)
E_{avg} =	minimum maintained average horizontal illuminance at pavement
$E_{avg}0$ =	IES reference value for the minimum maintained average horizontal illuminance at pavement (see tab below)
E_{min} =	minimum maintained horizontal illuminance at pavement
$E_{min}0$ =	IES reference value for the minimum maintained horizontal illuminance at pavement (see tab below)

Road Type		Average Illuminance Level	Eavg0/ Emin0
URBAN LOCAL	high	9	6
URBAN LOCAL	medium	7	6
URBAN LOCAL	Low	4	6
COLLECTOR	high	12	4
COLLECTOR	medium	9	4
COLLECTOR	low	6	4
MAJOR	high	17	3
MAJOR	med	13	3
MAJOR	low	9	3
FREEWAY A	high (A)	9	3
FREEWAY B	med (B)	6	3

2.8 Average Installed Wattage (Kw)

The average installed wattage (Kw) reflects the total wattage of the System upon completion of the Works. Maintenance of the averaged installed wattage at a consistent rate throughout Agreement plays an important role in maintaining Energy Savings and lighting performance. The average installed wattage metric reflects CONTRACTOR's commitment to repairing and/or replacing street lights with infrastructure that is consistent with the System's wattage output after Acceptance. CONTRACTOR's commitment for average installed wattage (Kw) is 86 Watts which shall be measured in accordance with the below KPI formula Kw. The KPI Kw shall be calculated on an annual basis and included in the Annual Performance Report.

$$Kw = \frac{W}{S}$$

with: W = Total Wattage after Acceptance of Works
S = Number of street lights taken into account during the Annual Period

3. KPI Table

Category	Sub-category	Designation	Commitment	Unit	Periodicity
Energy	Consumptions	Ke – Guaranteed Annual Savings	14,471,605	kWh	Each Annual Period
Operations & Maintenance	Operations & Maintenance	Km - Accuracy of MUSE database	99 %	% of assets	Monthly
	Maintenance	Ko - Outage rate	Less than 2%	% of assets	Monthly
	Maintenance	Ka - Availability of the assets	More than 98%	% of assets	Monthly
	Operations	Ks - Self-detection	More than 75%	% of tickets	Monthly
	Operations	Kt – Emergency Response time	1 hour	Hour	Per occurrence
	Operations	Kd_1 - Delay of Unscheduled Maintenance or Repairs– single SL*	48 hours	Business Day	Per occurrence
	Operations	Kd_2 - Delay of Unscheduled Maintenance or Repairs – more than 3 SL* in a row	4 hours	Hour	Per occurrence
	Operations	Kd_3 - Delay of Unscheduled Maintenance or Repairs – Poles, Arms & Foundation	6 Weeks	Business Day	Per occurrence
	Operations	Kq – Monthly Report	one report	Report	Monthly
	Operations	Klp - Lighting Performance	100 %	% of IES standard values	Each Annual Period
	Operations	Kw – Average Installed Wattage	86 W	W	Each Annual Period

*SL = Street Light

4. Performance Penalties and Incentives

4.1 Penalties

4.1.1 General Conditions

(a) MUSE. MUSE shall be platform used to verify compliance with Operation and Maintenance commitments for the penalties hereunder (except for the KPI for lighting performance which will be reconciled in a separate report).

(b) Savings Shortfalls. Any Saving Shortfalls will be reconciled on an annual basis in accordance with the terms and conditions of Section 1.1 & 1.2 of this Appendix 3A.

(c) O&M Penalties: Notice. If CLIENT observes any delay, lack of performance or other failures of CONTRACTOR to achieve its KPI commitments which are not then properly documented and reflected in MUSE or in the lighting performance report, CLIENT shall notify CONTRACTOR at the next status meeting of the observed occurrence or deficiency. Upon receipt of the notification, CONTRACTOR shall have ten (10) Business Days to notify CLIENT in writing whether CONTRACTOR disputes CLIENT's claim. If CONTRACTOR disputes the penalty notification, then CONTRACTOR and CLIENT shall set a meeting within twenty (20) days to review CLIENT's penalty claim. If CONTRACTOR does not dispute the claim, CONTRACTOR shall reduce the CLIENT's next monthly invoice by the appropriate penalty amount. Notwithstanding the foregoing, the CONTRACTOR shall timely notify the CLIENT of any KPI penalties CONTRACTOR identifies.

(d) Application of O&M Penalties. The penalties apply on the monthly Services Payments only. No penalties will apply on Works Payments.

(e) Service Payment Setoff. If CONTRACTOR incurs monthly KPI penalties that amount to more than seventy-five percent (75%) of the amount of the monthly Service Payment in three (3) consecutive months, then CLIENT, without being in default hereunder, has the right to withhold or setoff the next month's Service Payment and every months' Service Payment thereafter until CONTRACTOR's monthly penalties for a subsequent month are less than seventy-five percent (75%) of the amount for that subsequent month's Services Payment amount. CLIENT shall be obligated to pay the CONTRACTOR any setoff or withheld Service Payment amount, less any penalties, upon a subsequent month's penalty amount being less than seventy-five percent (75%) of that month's Service Payment amount.

(f) Penalties Cap. The Parties agree that cumulative amount of all Savings Shortfall and O&M penalty payments made to CLIENT or deducted from the Services Payments under the terms of this Agreement shall not exceed $1,000,000.00 ("Penalties Cap"). CONTRACTOR shall have no obligation to pay or deduct any penalties or shortfall amounts above the Penalties Cap. Notwithstanding Section 9.1(b)(1)(i) in the Main Body of the Agreement, CLIENT shall have the right to terminate the Agreement pursuant to Section 9.1(b)(1) in the Main Body of the Agreement, subject to the applicable Termination Payment, if cumulative amount of all Savings Shortfall and O&M penalty payments equals or exceeds Penalties Cap.

(g) Supervening Event; CLIENT Breach of Obligation. All penalties stated herein under the Services Phase and the enforcement thereof shall be suspended during any Supervening Event or during any duration CLIENT is in breach of its obligations under this Agreement. The penalties will not be reinstituted until the cause of the event has been resolved and the System has been restored to its pre-event condition and/or CLIENT has cured any breach.

4.1.2 Energy : Savings Shortfall

If CONTRACTOR doesn't reach its commitments for an Annual Period for Ke, then a Savings Shortfall occurs and CONTRACTOR will reimburse the balance to CLIENT as described below and in accordance with the "Performance Assurance Reconciliation" described in Section 1 of this Appendix 3A.

KPI	KPI value	Penalty Value (Pe)
Guaranteed Annual Savings (Ke)	$KeY \leq Ke$	- 1.0 x AES

With Savings)

Ke = contractual reference (see Section 3 above, KPI) (Guaranteed Annual

KeY = real value of the considered Annual Period (Annual Realized Savings)
AES = difference between the expected and real kWh (KeY-Ke) consumed multiplied by the Constant Energy Rate.

4.1.3 Operations & Maintenance

For each following KPI below, if CONTRACTOR fails to reach its commitments, the associated coefficient or amount will be applied to or deducted from the next month's Services Payment.

Monthly Measured O&M KPIs

KPI	KPI's value	Penalties Coefficient (Pm)
Accuracy of MUSE Database (Km)	$95\% \leq KmM < 99\%$ $90\% \leq KmM < 95\%$ $80\% \leq KmM < 90\%$ $70\% \leq KmM < 80\%$ $KmM < 70\%$	0.99 0.95 0.90 0.75 0.60
KPI	**KPI's value**	**Penalties Coefficient(Po)**
Outage Rate (Ko)	$4\% \geq KoM > 2\%$ $6\% \geq KoM > 4\%$ $8\% \geq KoM > 6\%$ $KoM > 8\%$	0.97 0.90 0.75 0.60
KPI	**KPI's value**	**Penalties Coefficient (Pa)**
Availability of Assets (Ka)	$99\% \leq KaM < 99.5\%$ $94\% \leq KaM < 99\%$ $90\% \leq KaM < 94\%$ $KaM < 90\%$	0.97 0.90 0.75 0.60
KPI	**KPI's value**	**Penalties Coefficient(Ps)**
Self-Detection (Ks)	$70\% \leq KsM < 75\%$ $60\% \leq KsM < 70\%$ $50\% \leq KsM < 60\%$ $KsM < 50\%$	0.99 0.95 0.80 0.60

With

KmM = value of the considered month
Pm = Penalties coefficient applied on the corresponding monthly Services Payment
KoM = value of the considered month
Po = Penalties coefficient applied on the corresponding monthly Services Payment
KaM = value of the considered month
Pa = Penalties coefficient applied on the corresponding monthly Services Payment
KsM = value of the considered month
Ps = Penalties coefficient applied on the corresponding monthly Services Payment

- **Emergency Response Time (Kt)**: If CONTRACTOR fails to meet the designated Response times, Kt, in accordance with the terms of the Agreement, then CONTRACTOR shall be penalized $ 100.00 per hour for every hour CONTRACTOR's response time exceeds the established metric.

- **Delay of Unscheduled Maintenance or Repairs--single street light (Kd_1)**: If CONTRACTOR fails to meet the designated Unscheduled Maintenance or Repairs times under Kd1, then CONTRACTOR shall be penalized $ 100.00 per Business Day, until outage, malfunction or damage has been fixed.

- **Delay of Unscheduled Maintenance or Repairs—more than 3 street lights in a row (Kd_2)**: If CONTRACTOR fails to meet the designated Unscheduled Maintenance or Repairs times under Kd2 then CONTRACTOR shall be penalized $ 20.00 per hour, until outage, malfunction or damage has been fixed.

- **Delay of Unscheduled Maintenance or Repairs—Poles, Arms and foundations (Kd_3)**: If CONTRACTOR fails to meet the designated Unscheduled Maintenance or Repairs times under Kd_3 then CONTRACTOR shall be penalized $ 100.00 per Business Day, until outage, malfunction or damage has been fixed.

- **Monthly Report (Kq)**: If there is a delay in CONTRACTOR's submission the operation and maintenance monthly report, then CONTRACTOR shall be penalized $ 15.00 per Business Day, until the delivery of the report.

Annually Measured O&M KPIs

CONTRACTOR shall measure Klp and Kw once each Annual Period. If CONTRACTOR fails to reach its commitments for Klp in an Annual Period, then a penalty coefficient will be applied as set forth below.

KPI	KPI's value	Penalties Coefficient (Plp)
Lighting Performance (Klp)	$90\% \leq Klp_y < 100\%$ $80\% \leq Klp_y < 90\%$ $70\% \leq Klp_y < 80\%$ $60\% \leq Klp_y < 70\%$ $Klp_y < 60\%$	0.99** 0.95** 0.85** 0.75** 0.60**

Klp_y = value of the considered Annual Period
Plp = Penalties coefficient applied on each corresponding monthly Services Payment thereafter until the Lighting Performance deficiency is corrected.

**If the Lighting Performance deficiency is not related to CONTRACTOR's design or implementation of the Works (e.g. insufficient tree trimming, caused by third-party action,

etc.), then the above penalty shall not apply. CONTRACTOR and CLIENT will jointly perform a new Lighting Performance measurement upon mitigation of deficiency.

If CONTRACTOR fails to reach its commitments for Kw in an Annual Period, then a penalty coefficient will be applied as described set forth below.

KPI	KPI values	Penalty Coefficient (Pw)
Average Installed Wattage (Kw)	$Kw < KwY < 1.01\ x\ Kw$	0.99
	$1.01\ x\ Kw < KwY \leq 1.03\ x\ Kw$	0.97
	$1.03\ x\ Kw < KwY \leq 1.05\ x\ K$	0.90
	$1.05\ x\ Kw < KwY \leq 1.10\ x\ K$	0.80
	$1.10\ x\ Kw < KwY$	0.60

With Kw = contractual reference (see Section 3 above, KPI)
KwY = real value of the considered Annual Period
Pw = Incentive coefficient applied on the preceding Annual Period's Services amount

4.2 Incentives

4.2.1 General Conditions

(a) MUSE. MUSE shall be platform used to verify compliance with Operation and Maintenance commitments for incentives.

(b) Savings Excess. Any Savings Excess incentives will be reconciled as described in Section 4.2.2 of this Appendix 3A. Any Savings Excess payment shall be added to the next Services Payment after the completion Performance Assurance Reconciliation in this Appendix 3A.

(c) O&M Incentives: Notice. Incentives for O&M apply only if CONTRACTOR has notified CLIENT in writing within 15 days of achieving the incentive. CONTRACTOR's notification shall detail the performance metrics that justify any incentives. Upon receipt of the notification, the CLIENT shall have ten (10) days to notify the CONTRACTOR in writing whether the CLIENT disputes the CONTRACTOR's incentive claim. If the CLIENT disputes the incentive notification, then the CONTRACTOR and CLIENT shall set a meeting within twenty (20) days to review the CONTRACTOR's incentive claim.

4.2.2 Energy : Savings Excess

The Saving Excess for Ke for an Annual Period is calculated and applied on CONTRACTOR remuneration as described below and in accordance with Sections 1.1 & 1.2 of this Appendix 3A as follows:

KPI	KPI values	Incentives Value (Ie)
Guaranteed Annual Savings (Ke)	$Ke < KeY$	+ 0.4 x AES

With Savings for Ke = contractual reference (see Section 3 above, KPI) or Guaranteed Annual considered Annual Period

KeY = real value of the considered Annual Period (Annual Realized Savings)
AES = difference between expected and real kWh consumed (KeY - Ke) multiplied by the Constant Energy Rate

4.2.3 O&M

The below incentive coefficients are calculated and applied on CONTRACTOR remuneration on a monthly basis as part of the Service Payment as follows:

Monthly Measure O&M KPIs

KPI	KPI's value	Incentive's Coefficient (Io)
Outage Rate (Ko)	$1.5\% \leq KoM < 2\%$	1
	$KoM < 1.5\%$	1.02
KPI	**KPI's value**	**Incentive's Coefficient (Ia)**
Availability of assets (Ka)	$98\% \leq KaM \leq 99\%$	1
	$99\% < KaM \leq 100\%$	1.02
KPI	**KPI's value**	**Incentive's Coefficient (Is)**
Self-Detection (Ks)	$75\% \leq KsM \leq 80\%$	1
	$80\% < KsM$	1.01
KPI	**KPI's value**	**Incentive's Coefficient (Ilp)**

With

KoM = value of the considered month
Io = Incentive coefficient applied on the corresponding monthly Services Payment
KaM = value of the considered month
Ia = Incentive coefficient applied on the corresponding monthly Services Payment
KsM = value of the considered month
Is = Incentive coefficient applied on the corresponding monthly Services Payment

Annually Measured O&M KPIs

The incentive for Kw is calculated on CONTRACTOR remuneration for the corresponding Annual Period as follows:

KPI	KPI values	Incentives Coefficient (Iw)
Average Installed Wattage (Kw)	$0.99\,x\,Kw < KwY \leq Kw$	1
	$0.95 * Kw < KwY < 0.99 * Kw$	1.01
	$KwY < 0.95 * Kw$	1.02

With Kw = contractual reference (see Section 3 above, KPI)
KwY = real value of the considered Annual Period
Iw = Incentive coefficient applied on the preceding Annual Period's Services amount

5. Remuneration Formula Including Penalties and Incentives

The below monthly remuneration formula details the cumulative application of the KPIs penalties and incentives on the monthly Services Payments (Note: Klp and Kw are annual commitments and will be applied to the first monthly service payment of the following Annual Period). The Annual Period remuneration applies only to Guaranteed Annual Savings or Ke.

Monthly Remuneration:

$$Remuneration = \left(Monthly\ Service\ Payment * \{P_f * I_f\}\right) - Other$$

Where *f* = all applicable contractual factors = {w, m, o, a, s, lp}
And *Other* refers to penalties related to Kt, Kd1, Kd2, Kd3, Kq, Kn

Annual Period Remuneration: Remuneration for the KPI Ke shall be in accordance with this Appendix 3A.

SCHEDULE 4: PAYMENT MECHANISM

1.1 Contract Price.

As consideration of CONTRACTOR's performance of the Works and the Services as described in Schedule 2 and Schedule 3 CLIENT shall pay to CONTRACTOR $45,617,188 in monthly installments in accordance with the Payment Schedule set forth Section 1.4 to this Schedule 4 (Payment Mechanism). Such payment shall include the following components as identified in this Schedule 4 (Payment Mechanism): 1) Works Payments provided in accordance with Article 3 in the Main Body of the Agreement and Schedule 2 shall commence on the Acceptance Date for the corresponding Segment of the Works; 2) Services Payments for the operation and maintenance of the Existing System and upgraded System, Smart City Instruments and Artistic Lighting services provided in accordance and Schedule 2 and 3, which shall commence on the Commencement Date.

1.1.1 Price Adjustments to Service Payments: CPI.

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI) for the Albuquerque area. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June 2017) and each January through June six month average thereafter. The percentage difference between those two CPI issues will be the price adjustment rate for the Services Payments, Unit Prices and other applicable pricing. The price adjustment rate shall be determined at the beginning of each Annual Period and applied thereafter.

1.1.2 Adjustment to Services Payments for Additional Street Lights.

A fixed price of $5.00 per additional street light per month will be applied on Services Payments for each additional streetlight receiving Services pursuant to Article 7 of Schedule 3. Section 1.1.1 above shall apply to any adjustments to Services Payments for Services rendered to additional street lights. For each additional street light added to the System pursuant to this section, CLIENT shall pledge additional funding to the Revenue Fund to cover the additional costs set forth in this Section 1.1.2, including the requisite price adjustment set forth in Section1.1.1, unless otherwise agreed to in writing.

1.2 Non-recourse Limitation; Unconditional Payment Obligation.

CLIENT'S acceptance of Works and Acceptance of any Segment of the Works is non-recourse and final. After the Acceptance of each Segment of the Works, and subject to Section 6.4 of the Main Body of the Agreement, the obligations of CLIENT to make Works Payments under this Agreement for the accepted Segments of the Works and to perform and observe the other covenants and agreements contained in this Agreement shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason whatsoever.

1.3 Adjustments for Performance.

Incentives and penalties apply on the Services Payments only, in accordance with Schedule 2 and Schedule 3. Notwithstanding the foregoing, any Savings Shortfalls or Savings Excess will be accounted for in accordance with Appendix 3A to Schedule 3.

1.4 Services Payment and Works Payment Schedule

Price: As consideration of CONTRACTOR's performance of the Works and the Services as described in Schedule 2 (Technical Scope and Works) and Schedule 3 (Scope of Services), CLIENT shall pay to CONTRACTOR the amounts identified below which shall be invoiced on a monthly basis beginning on the Acceptance Date for the corresponding Segment of the Works for the Works Payments, and on Commencement Date for the Services Payments.

Month	Works Payment	Services Payment	Total
Month 1	$-	$170,691	$170,691
Month 2	$-	$170,691	$170,691
Month 3	$-	$170,691	$170,691
Month 4	$-	$170,691	$170,691
Month 5	$-	$170,691	$170,691
Month 6	$-	$170,691	$170,691
Month 7	$62,911	$170,691	$233,602
Month 8	$62,911	$170,691	$233,602
Month 9	$62,911	$170,691	$233,602
Month 10	$62,911	$170,691	$233,602
Month 11	$62,911	$170,691	$233,602
Month 12	$62,911	$170,691	$233,602
Month 13	$129,577	$127,519	$257,096
Month 14	$129,577	$127,519	$257,096
Month 15	$129,577	$127,519	$257,096
Month 16	$129,577	$127,519	$257,096
Month 17	$129,577	$127,519	$257,096
Month 18	$129,577	$127,519	$257,096
Month 19	$129,577	$127,519	$257,096
Month 20	$129,577	$127,519	$257,096
Month 21	$129,577	$127,519	$257,096
Month 22	$129,577	$127,519	$257,096
Month 23	$129,577	$127,519	$257,096
Month 24	$129,577	$127,519	$257,096
Month 25	$129,577	$127,514	$257,091
Month 26	$129,577	$127,514	$257,091
Month 27	$129,577	$127,514	$257,091
Month 28	$129,577	$127,514	$257,091
Month 29	$129,577	$127,514	$257,091
Month 30	$129,577	$127,514	$257,091
Month 31	$129,577	$127,514	$257,091

Month	Works Payment	Services Payment	Total
Month 32	$129,577	$127,514	$257,091
Month 33	$129,577	$127,514	$257,091
Month 34	$129,577	$127,514	$257,091
Month 35	$129,577	$127,514	$257,091
Month 36	$129,577	$127,514	$257,091
Month 37	$129,577	$127,514	$257,091
Month 38	$129,577	$127,514	$257,091
Month 39	$129,577	$127,514	$257,091
Month 40	$129,577	$127,514	$257,091
Month 41	$129,577	$127,514	$257,091
Month 42	$129,577	$127,514	$257,091
Month 43	$129,577	$127,514	$257,091
Month 44	$129,577	$127,514	$257,091
Month 45	$129,577	$127,514	$257,091
Month 46	$129,577	$127,514	$257,091
Month 47	$129,577	$127,514	$257,091
Month 48	$129,577	$127,514	$257,091
Month 49	$129,577	$127,514	$257,091
Month 50	$129,577	$127,514	$257,091
Month 51	$129,577	$127,514	$257,091
Month 52	$129,577	$127,514	$257,091
Month 53	$129,577	$127,514	$257,091
Month 54	$129,577	$127,514	$257,091
Month 55	$129,577	$127,514	$257,091
Month 56	$129,577	$127,514	$257,091
Month 57	$129,577	$127,514	$257,091
Month 58	$129,577	$127,514	$257,091
Month 59	$129,577	$127,514	$257,091
Month 60	$129,577	$127,514	$257,091
Month 61	$129,577	$127,514	$257,091
Month 62	$129,577	$127,514	$257,091

Month	Works Payment	Services Payment	Total
Month 63	$129,577	$127,514	$257,091
Month 64	$129,577	$127,514	$257,091
Month 65	$129,577	$127,514	$257,091
Month 66	$129,577	$127,514	$257,091
Month 67	$129,577	$127,514	$257,091
Month 68	$129,577	$127,514	$257,091
Month 69	$129,577	$127,514	$257,091
Month 70	$129,577	$127,514	$257,091
Month 71	$129,577	$127,514	$257,091
Month 72	$129,577	$127,514	$257,091
Month 73	$129,577	$127,514	$257,091
Month 74	$129,577	$127,514	$257,091
Month 75	$129,577	$127,514	$257,091
Month 76	$129,577	$127,514	$257,091
Month 77	$129,577	$127,514	$257,091
Month 78	$129,577	$127,514	$257,091
Month 79	$129,577	$127,514	$257,091
Month 80	$129,577	$127,514	$257,091
Month 81	$129,577	$127,514	$257,091
Month 82	$129,577	$127,514	$257,091
Month 83	$129,577	$127,514	$257,091
Month 84	$129,577	$127,514	$257,091
Month 85	$129,577	$127,514	$257,091
Month 86	$129,577	$127,514	$257,091
Month 87	$129,577	$127,514	$257,091
Month 88	$129,577	$127,514	$257,091
Month 89	$129,577	$127,514	$257,091
Month 90	$129,577	$127,514	$257,091
Month 91	$129,577	$127,514	$257,091
Month 92	$129,577	$127,514	$257,091
Month 93	$129,577	$127,514	$257,091

Month	Works Payment	Services Payment	Total
Month 94	$129,577	$127,514	$257,091
Month 95	$129,577	$127,514	$257,091
Month 96	$129,577	$127,514	$257,091
Month 97	$129,577	$127,514	$257,091
Month 98	$129,577	$127,514	$257,091
Month 99	$129,577	$127,514	$257,091
Month 100	$129,577	$127,514	$257,091
Month 101	$129,577	$127,514	$257,091
Month 102	$129,577	$127,514	$257,091
Month 103	$129,577	$127,514	$257,091
Month 104	$129,577	$127,514	$257,091
Month 105	$129,577	$127,514	$257,091
Month 106	$129,577	$127,514	$257,091
Month 107	$129,577	$127,514	$257,091
Month 108	$129,577	$127,514	$257,091
Month 109	$129,577	$127,514	$257,091
Month 110	$129,577	$127,514	$257,091
Month 111	$129,577	$127,514	$257,091
Month 112	$129,577	$127,514	$257,091
Month 113	$129,577	$127,514	$257,091
Month 114	$129,577	$127,514	$257,091
Month 115	$129,577	$127,514	$257,091
Month 116	$129,577	$127,514	$257,091
Month 117	$129,577	$127,514	$257,091
Month 118	$129,577	$127,514	$257,091
Month 119	$129,577	$127,514	$257,091
Month 120	$129,577	$127,514	$257,091
Month 121	$129,577	$127,514	$257,091
Month 122	$129,577	$127,514	$257,091
Month 123	$129,577	$127,514	$257,091
Month 124	$129,577	$127,514	$257,091

Month	Works Payment	Services Payment	Total
Month 125	$129,577	$127,514	$257,091
Month 126	$129,577	$127,514	$257,091
Month 127	$129,577	$127,514	$257,091
Month 128	$129,577	$127,514	$257,091
Month 129	$129,577	$127,514	$257,091
Month 130	$129,577	$127,514	$257,091
Month 131	$129,577	$127,514	$257,091
Month 132	$129,577	$127,514	$257,091
Month 133	$129,577	$127,514	$257,091
Month 134	$129,577	$127,514	$257,091
Month 135	$129,577	$127,514	$257,091
Month 136	$129,577	$127,514	$257,091
Month 137	$129,577	$127,514	$257,091
Month 138	$129,577	$127,514	$257,091
Month 139	$129,577	$127,514	$257,091
Month 140	$129,577	$127,514	$257,091
Month 141	$129,577	$127,514	$257,091
Month 142	$129,577	$127,514	$257,091
Month 143	$129,577	$127,514	$257,091
Month 144	$129,577	$127,514	$257,091
Month 145	$129,577	$127,514	$257,091
Month 146	$129,577	$127,514	$257,091
Month 147	$129,577	$127,514	$257,091
Month 148	$129,577	$127,514	$257,091
Month 149	$129,577	$127,514	$257,091
Month 150	$129,577	$127,514	$257,091
Month 151	$129,577	$127,514	$257,091
Month 152	$129,577	$127,514	$257,091
Month 153	$129,577	$127,514	$257,091
Month 154	$129,577	$127,514	$257,091
Month 155	$129,577	$127,514	$257,091

Month	Works Payment	Services Payment	Total
Month 156	$129,577	$127,514	$257,091
Month 157	$129,577	$127,514	$257,091
Month 158	$129,577	$127,514	$257,091
Month 159	$129,577	$127,514	$257,091
Month 160	$129,577	$127,514	$257,091
Month 161	$129,577	$127,514	$257,091
Month 162	$129,577	$127,514	$257,091
Month 163	$129,577	$127,514	$257,091
Month 164	$129,577	$127,514	$257,091
Month 165	$129,577	$127,514	$257,091
Month 166	$129,577	$127,514	$257,091
Month 167	$129,577	$127,514	$257,091
Month 168	$129,577	$127,514	$257,091
Month 169	$129,577	$127,514	$257,091
Month 170	$129,577	$127,514	$257,091
Month 171	$129,577	$127,514	$257,091
Month 172	$129,577	$127,514	$257,091
Month 173	$129,577	$127,514	$257,091
Month 174	$129,577	$127,514	$257,091
Month 175	$129,577	$127,514	$257,091
Month 176	$129,577	$127,514	$257,091
Month 177	$129,577	$127,514	$257,091
Month 178	$129,577	$127,514	$257,091
Month 179	$129,577	$127,514	$257,091
Month 180	$129,577	$127,514	$257,091
TOTAL	**$22,146,462**	**$23,470,726**	**$45,617,188**

If the Acceptance of any Segment of the Works is delayed, the payment schedule for the Works Payments and Services Payments will be adjusted accordingly.

1.5 Payments.

CLIENT agrees it will make all amounts payable by CLIENT under or with respect to this Agreement within thirty (30) days of receipt of the invoice by electronic funds transfer of immediately available funds as directed in writing by CONTRACTOR.

CLIENT shall pay CONTRACTOR a charge on any payment not paid on the date such payment is due at the rate of six percent (**6.00%**) per annum or the maximum amount permitted by law, whichever is less, from such date.

If CLIENT disagrees with any portion of an invoice, it shall notify CONTRACTOR in writing of the amount in dispute and the reason for its disagreement within twenty-one (21) days of receipt of the invoice, and shall pay the portion not in dispute. If CLIENT fails to pay CONTRACTOR within thirty (30) days after receipt of an invoice, the CLIENT shall pay interest to CONTRACTOR beginning on the twenty-second day after payment was due, computed at rate per annum as set forth above.

1.6 Scheduled Termination Value: Payment Tables

The Scheduled Termination Value corresponding to month of the Agreement, beginning from the Commencement Date shall be the respective value applied to the Termination Payment.

Month	Termination Fee	Month	Termination Fee	Month	Termination Fee	Month	Termination Fee
1	$ 1,301,754	25	$ 15,908,754	49	$ 14,040,043	73	$ 11,989,713
2	$ 2,603,508	26	$ 15,834,302	50	$ 13,958,355	74	$ 11,900,086
3	$ 3,905,262	27	$ 15,759,562	51	$ 13,876,351	75	$ 11,810,113
4	$ 5,207,015	28	$ 15,684,533	52	$ 13,794,030	76	$ 11,719,790
5	$ 6,508,769	29	$ 15,609,213	53	$ 13,711,390	77	$ 11,629,119
6	$ 7,810,523	30	$ 15,533,602	54	$ 13,628,430	78	$ 11,538,096
7	$ 9,694,579	31	$ 15,457,697	55	$ 13,545,149	79	$ 11,446,720
8	$ 10,962,239	32	$ 15,381,499	56	$ 13,461,545	80	$ 11,354,991
9	$ 12,229,769	33	$ 15,305,006	57	$ 13,377,618	81	$ 11,262,906
10	$ 13,497,168	34	$ 15,228,217	58	$ 13,293,365	82	$ 11,170,465
11	$ 14,764,437	35	$ 15,151,130	59	$ 13,208,786	83	$ 11,077,666
12	$ 16,031,575	36	$ 15,073,745	60	$ 13,123,880	84	$ 10,984,508
13	$ 16,780,088	37	$ 14,996,060	61	$ 13,038,645	85	$ 10,890,989
14	$ 16,709,011	38	$ 14,918,074	62	$ 12,953,080	86	$ 10,797,108
15	$ 16,637,657	39	$ 14,839,787	63	$ 12,867,184	87	$ 10,702,863
16	$ 16,566,028	40	$ 14,761,196	64	$ 12,780,955	88	$ 10,608,253
17	$ 16,494,121	41	$ 14,682,301	65	$ 12,694,392	89	$ 10,513,277
18	$ 16,421,936	42	$ 14,603,100	66	$ 12,607,494	90	$ 10,417,933
19	$ 16,349,472	43	$ 14,523,593	67	$ 12,520,260	91	$ 10,322,220
20	$ 16,276,727	44	$ 14,443,778	68	$ 12,432,687	92	$ 10,226,137
21	$ 16,203,700	45	$ 14,363,654	69	$ 12,344,776	93	$ 10,129,681
22	$ 16,130,390	46	$ 14,283,219	70	$ 12,256,524	94	$ 10,032,852
23	$ 16,056,797	47	$ 14,202,474	71	$ 12,167,931	95	$ 9,935,648
24	$ 15,982,918	48	$ 14,121,415	72	$ 12,078,994	96	$ 9,838,067

Month	Termination Fee	Month	Termination Fee	Month	Termination Fee	Month	Termination Fee
97	$ 9,740,109	121	$ 7,271,856	145	$ 4,563,697	169	$ 1,592,309
98	$ 9,641,771	122	$ 7,163,960	146	$ 4,445,314	170	$ 1,462,419
99	$ 9,543,052	123	$ 7,055,646	147	$ 4,326,473	171	$ 1,332,026

100	$ 9,443,951	124	$ 6,946,913	148	$ 4,207,171	172	$ 1,201,128
101	$ 9,344,467	125	$ 6,837,759	149	$ 4,087,408	173	$ 1,069,724
102	$ 9,244,597	126	$ 6,728,183	150	$ 3,967,180	174	$ 937,810
103	$ 9,144,340	127	$ 6,618,182	151	$ 3,846,487	175	$ 805,386
104	$ 9,043,696	128	$ 6,507,755	152	$ 3,725,327	176	$ 672,449
105	$ 8,942,661	129	$ 6,396,900	153	$ 3,603,698	177	$ 538,996
106	$ 8,841,235	130	$ 6,285,616	154	$ 3,481,597	178	$ 405,028
107	$ 8,739,417	131	$ 6,173,901	155	$ 3,359,024	179	$ 270,540
108	$ 8,637,204	132	$ 6,061,754	156	$ 3,235,975	180	$ 135,531
109	$ 8,534,596	133	$ 5,949,172	157	$ 3,112,451		
110	$ 8,431,590	134	$ 5,836,154	158	$ 2,988,448		
111	$ 8,328,185	135	$ 5,722,699	159	$ 2,863,965		
112	$ 8,224,380	136	$ 5,608,804	160	$ 2,739,000		
113	$ 8,120,172	137	$ 5,494,468	161	$ 2,613,550		
114	$ 8,015,562	138	$ 5,379,690	162	$ 2,487,615		
115	$ 7,910,546	139	$ 5,264,467	163	$ 2,361,193		
116	$ 7,805,123	140	$ 5,148,797	164	$ 2,234,280		
117	$ 7,699,293	141	$ 5,032,680	165	$ 2,106,877		
118	$ 7,593,052	142	$ 4,916,113	166	$ 1,978,980		
119	$ 7,486,400	143	$ 4,799,095	167	$ 1,850,587		
120	$ 7,379,335	144	$ 4,681,624	168	$ 1,721,698		

SCHEDULE 5: ACCEPTANCE PROCEDURES

Project Commissioning

CONTRACTOR shall implement the Commissioning and Quality Assurance Plan in partnership with the CLIENT during the Works Phase. CONTRACTOR shall implement a rolling Works commissioning process. As quickly as lights are being installed, CONTRACTOR shall work with the CLIENT to get them certified and approved. This will be repeatable and fair for both Parties and allows the project to proceed with the utmost quality and speed.

Acceptance Procedures

In accordance with the Commissioning and Quality Assurance Plan, when CONTRACTOR believes that all, or an independent, definable phase or portion, of a Segment of the Works is substantially complete, CONTRACTOR will submit a certificate of substantial completion to CLIENT which shall be subject to the following:

(a) If CLIENT concurs that the described Segment of the Works as performed is substantially complete, CLIENT will accept that Segment of the Works by signing a Certificate of Acceptance and returning it to CONTRACTOR;

(b) If CLIENT does not concur that the Segment of the Works is substantially complete, then e CLIENT shall notify CONTRACTOR within five (5) Business Days of any discrepancies;

(c) To the extent CONTRACTOR does not dispute the discrepancies raised by CLIENT, CONTRACTOR shall correct the Works to conform to the description of the Work set forth herein, and resubmit the certificate of substantial completion to CLIENT;

(d) If CONTRACTOR disagrees with the discrepancies raised by CLIENT, CONTRACTORS shall notify CLIENT of a dispute and such dispute shall be resolved in accordance with the dispute resolution provisions of the Agreement;

(e) If the CLIENT Representative does not deliver written notice to CONTRACTORS within ten (10) Business Days of receiving the certificate of substantial completion, in the mutual interests of the Project proceeding in a timely manner, the Parties shall immediately refer the matter for determination in accordance with the applicable dispute resolution procedure as set forth herein.

To the extent that any Segment requires multiple certificates of substantial completion, the final non-recourse Certificate of Acceptance for each Segment shall determine the date on which the Acceptance Date of that Segment of the Works is achieved.

SCHEDULE 6: ORDER OF PRECENDENCE

In the event of conflicts or discrepancies among the contract documents, which includes this Agreement, the attached schedules, appendices, exhibits, and such other document incorporated herein by reference, interpretations of these documents will be based on the following priorities:

1. Modifications to the Agreement
2. The Agreement and its attached schedules, appendices and exhibits
3. RFP
4. Phase I Deliverable & Phase II Deliverable

January 22, 2021

Fran Dunaway, Chief Procurement Officer, City of Śanta Fe, New Mexico.

We understand that the City of Santa Fe is using a "Procurement under Existing Contracts" methodology under Section XIV(B) of the City of Santa Fe Procurement Manual 2020. As a representative of Dalkia Energy Solutions, LLC, I confirm that we agree to extend the pricing, terms, and conditions of the "Global Management Performance Contract" (City of Albuquerque, Request for Proposals, Solicitation Number: P2016000023, Evaluation and Implementation of Energy Efficiency and Reduced Maintenance on City Owned and Maintained Street Lighting, October 09, 2015 between City of Albuquerque and Citelum and subsequently assigned to Dalkia) to the City of Santa Fe.

Sincerely,

Lee Vardakas

CEO

DALKIA ENERGY SOLUTIONS, LLC
200 Cummings Center, Suite 177C • Beverly MA, 01970 • https://www.dalkiasolutions.com/

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: DALKIA ENERGY SOLUTIONS, LLC
DBA: DALKIA ENERGY SOLUTIONS, LLC

Business Location: 200 CUMMINGS CTR SUITE 177C
BEVERLY, MA 01915

Owner: DALKIA ENERGY SOLUTIONS

License Number: 229388

Issued Date: February 01, 2021

Expiration Date: February 01, 2022

CRS Number: 03-526533-00-7

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor - Specialty

Fees Paid: $10.00

DALKIA ENERGY SOLUTIONS, LLC
200 CUMMINGS CTR
BEVERLY, MA 01915

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

FIR No. 3304

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title: **Dalkia Energy Solutions Construction and Maintenance Agreement**

Sponsor(s): Mayor Alan Webber, Councilors Lindell and Rivera

Reviewing Department(s): Public Works, Finance

Staff Completing FIR: Bradley Fluetsch, CFA Date: 1/15/2021 Phone: 955-6885

Reviewed by City Attorney: _____ Date: Jan 22, 2021

Reviewed by Finance Director: _____ Date: Feb 2, 2021

Summary:
This bill involving Dalkia Energy Solutions, LLC improves the City owned streetlights and provides for long-term maintenance of them. In a separate financing transaction, subject to approval by the governing body, the City would pledge energy savings to finance the contract.

Departments Affected:
Public Works, Finance

Consequences of Not Enacting Legislation:
This project has four key areas of benefit: safety, environmental, night sky and cost. The LED street lights will have much greater reliability than our current street lights. The LED lamps themselves have less failures and the City owned street lights will now be connected to a central software system that will provide real time reporting of failures. Currently, inoperable street lights are mainly detected by complaints and safety incidents. The LED street lights focus light onto the roadway and sidewalk better and generate less fugitive light, which will improve the darkness in our night skies while improving safety. The LED street lights use less energy and the conversion eliminates 2,315 metric tons per year of CO2 emissions which is equal to the energy used in 267 homes or by 500 cars per year. All of this saves money and the savings pays for the conversion. Not enacting this legislation will not improve the streetlights and the benefits will not accrue to the citizens of Santa Fe.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This legislation has two companion pieces of legislation, an Ordinance accepting the investment-grade audit report and approving the energy savings performance contract with Yearout Energy Services Company, LLC and an ordinance authorizing the execution of a lease-purchase agreement between the City and a "TBD" counter-party to finance both projects. PNM owns approximately 40% of the street lights in the City of Santa Fe and a separate contract and funding will be brought forth for the conversion of these lights at the same time as Dalkia will convert the City's lights.

Performance and Administrative Implications:
Dalkia will measure the savings and provides a guarantee of savings. The measured or calculated monthly savings will be transferred to a special revenue fund that accumulates the savings to meet the semi-annual debt

service payment for this project. The Finance Department will develop the accounting process to fund the special revenue fund and allocate the debt service.

Fiscal Implications:
The likely case is that the City will save enough from its current contract with PNM that will pay for the streetlight upgrade in six years and the continued savings will continue to contribute to the special revenue fund that covers the debt service of this contract and the Yearout Energy Solutions Company, LLC contract.

Fiscal Impact:
The fiscal impact of the streetlight upgrade and the maintenance will generate savings over the current contract with PNM that will pay for capital expense in six years, yet the City will be financing the purchase 15 – 18 years. The long-term savings from the streetlight upgrade will improve the overall financial performance of the Energy Savings Special Revenue Fund that covers the debt service payments over the financings' life.

The benefits from improved public safety are difficult to measure, but inoperative streetlights have been the subject of tort claims against the City. The environmental benefits can be measured in CO2 and the number of cars taken off the highway or houses off the grid.

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 01/25/2021

ISSUSE NO. 8C

Consideration of Bill No. 2021-____: An Ordinance Approving Global Management Performance Contract with Dalkia Energy Solutions, LLC, Subject to City Council Approval of a Separate Financing Transaction to Finance the Cost of the Global Management Performance Contract. (Mayor Alan Webber, Councilor Lindell and Councilor Rivera) (Brad Fluetsch, City of Santa Fe Cash and Investment Manager, bjfluetsch@santafenm.gov, 955-6885)

COMMITTEE REVIEW:
Public Works and Utilities Committee – 01/25/21
Governing Body (Request to Publish) – 01/27/21
Finance Committee – 02/15/21
Governing Body (Public Hearing) – 02/24/21

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 01/27/2021 Governing Body

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

11. DISCUSSION/ACTION ITEMS

b. **Request to Publish Notice of Public Hearing on February 24, 2021.**

Consideration of Bill No. 2021-____: An Ordinance Approving Global Management Performance Contract with Dalkia Energy Solutions, LLC, Subject to City Council Approval of a Separate Financing Transaction to Finance the Cost of the Global Management Performance Contract. (Mayor Alan Webber, Councilor Lindell and Councilor Rivera) (Brad Fluetsch, City of Santa Fe Cash and Investment Manager, bjfluetsch@santafenm.gov, 955-6885)

COMMITTEE REVIEW:

Public Works and Utilities Committee – 01/25/21
Governing Body (Request to Publish) – 01/27/21
Finance Committee – 02/15/21
Governing Body (Public Hearing) – 02/24/21

Name: Stefanie Beninato
Comment - 01/27/2021 10:41 AM: (No Vote)
What is the Global Management Performance Contract? It seems that a shell game is going on with money needed to complete these contracts. What is the underlying issue. A clear presentation on this is needed to promote transparency.

City of Santa Fe, New Mexico
Memorandum

DATE: **January 19, 2021**

TO: **Governing Body**

VIA: **Regina Wheeler, Public Works Department Director**

FROM: **Caryn Grosse, Facilities Project Administrator**

ITEM AND ISSUE:
Summary of the solarization project

BACKGROUND AND SUMMARY:
The City placed a solar project as its number one priority on the ICIP list to the state legislature in the 2019 session and was appropriated $925,000 to install behind the meter solar arrays at a number of City facilities using a public private partnership. Because solar and lighting retrofits generate significant savings on energy bills, the legislative appropriation will be coupled with additional financing to solarize and retrofit more facilities. The legislative appropriation outlines this project as:

> 19-D3209, $925,000.00, Appropriation Reversion Date: 30-JUN-2023
> Laws of 2019, Chapter 277, Section 34, Para. 408, Nine Hundred Twenty-Five Thousand Dollars ($925,000.00), to plan and design a public-private partnership for solar energy systems development and installation at city facilities. Specifically the funds will be used to hire an energy services company to evaluate city facilities to have solar installed where it is the most feasible. The goal is to solarize as many facilities as possible. Additional capital in the form of bonds or private investment will be necessary.

Under the Statewide Price Agreement (SPA), pre-qualified Energy Service Companies (ESCOs) can provide Energy Performance Contracting (EPC) services for municipal governments. Energy Performance Contracting enables agencies, such as the City of Santa Fe, to employ energy efficiency and solar experts to assess opportunities for savings with energy efficiency retrofits and renewable energy, access financing and accomplish energy projects. Project costs are typically offset by the energy cost savings. Participating ESCOs commit to the EPC Statute and EMNRD's program guidelines for the energy projects.

Yearout Energy Services Company, LLC was selected from a list of seven pre-qualified ESCOs on the Statewide Price Agreement. Yearout is the only ESCO contractor headquartered and fully staffed in New Mexico, is one of three ESCOs listed as a PNM Authorized Contractor for retrofit rebates and has experience with solar and lighting retrofits for governmental entities.

Performing an Investment-Grade Energy Audit (IGA) was the first step. The IGA contract was approved by the Governing Body in July 2019, and in August the City and Yearout Energy Services Company kicked-off the project to evaluate 22 City facilities and 17 pumping and booster stations for solar, lighting and water conservation measures. The IGA included the assessment of information on 149 utility meters, 12,564 existing lighting fixtures, 759 existing domestic water fixtures, 67 existing low voltage transformers and existing building envelope conditions of 931,800 ft^2 of gross facility area.
After assessing all of the meters, buildings and systems listed above and meeting with key City stakeholders for their knowledge of the sites and energy use patterns, Yearout provided a preliminary scope, conceptual

design, costs and payback estimates for solar, LED retrofit, lighting, transformer retrofits, water conservation and building envelope improvements that met the City's criterial for feasibility.

The final IGA report included 23 solar arrays, providing 2.75 MW of solar for 13 City facilities, 8 Water facilities and 2 BDD facilities, as well as a number of other Facility Improvement Measures (FIMs) which will reduce energy and water usage. A matrix showing which measures will constructed at each site is attached to this memo. New Mexico Energy Minerals and Natural Resources certified this IGA after review of the technical and financial information in the report, which is a standard part of the state's defined EPC process.

To further define the constructability of these projects and reduce risk before pursuing financing, the City amended the original contract with Yearout to include a due diligence phase for solar interconnection applications and land acquisition. The amendment amount was $169,666 + NMGRT and was executed on March 2, 2020 after approval by the Governing Body.

Activities undertaken in the due diligence phase are listed below along with current status of these items:

1. Solar Engineering Design and Interconnection Applications submitted to PNM
    a. All solar arrays must be reviewed and approved by PNM through the interconnection application process. There is risk, particularly on larger arrays, that PNM may identify grid issues with an array and request changes to solar design which may include additional grid protection hardware or other design modifications. The contractor designed the arrays and submitted the interconnection applications to PNM.
    b. PNM interconnection applications have been approved for 20 facilities as of January 19, 2021. These approved applications account for 73.3% of the proposed solar capacity.
    c. Three facilities, Buckman Booster Station 1 (~60kW), Buckman Booster Station 4 (396 kW) and BDD Lift Station (~277 kW), are still in supplemental review process. PNM has indicated that the review is expected to be completed by early February.
    d. No applications have been denied to date.
2. Land Agreements
    a. Several of the proposed solar arrays at booster and pumping stations are on land which is not owned by the City. The City has successfully established agreements in the past to place structures, including solar arrays, for Buckman Well Field and Buckman Direct Diversion (BDD) with United States Forest Service and Bureau of Land Management who are the owners of the land of interest for the new solar arrays. Yearout subcontracted with Souder Miller & Associates to establish agreements with these entities for these arrays.
3. FAA Coordination for Arrays at the Santa Fe Regional Airport
    a. Applications were prepared in October and are awaiting signature/submission to FAA by Santa Fe Regional Airport. Approval must be obtained by the FAA for the solar equipment proposed at the Santa Fe Regional Airport.

All outstanding work of the due diligence phase will be rolled into the final Energy Performance Contract.

Additional details will be provided in the memo that will accompany request approval of the Professional Services Agreement in the Total Amount of $15,442,785.00 for Energy Performance Contracting with Yearout Energy Services Company for the construction phase of this project.

PROCUREMENT METHOD:
The procurement method is the NM Statewide Price Agreement (SWPA) # 90-000-18-00017AH which expires on June 12, 2023.

CONTRACT NUMBER:
The FY21 Munis contract number is 3202404.

AN ABSTRACT OF PROCEEDINGS

STATE OF NEW MEXICO)

COUNTY OF SANTA FE) ss.

CITY OF SANTA FE)

The Governing Body (the "Governing Body") of the City of Santa Fe (the "City") in the County of Santa Fe, State of New Mexico, met in regular session in full conformity with law and ordinances and rules of the City, at City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico, being the regular meeting place of the Governing Body, at the hour of 5:00 p.m., on Wednesday, the ____day of February, 2021.

Upon roll call the following were found to be present, constituting a quorum of the Governing Body:

PRESENT: Mayor: _____

Councilor: _____

Councilor: _____

Councilor: _____

Councilor: _____

Councilor: _____

Councilor: _____

Councilor: _____

Councilor: _____

ABSENT:

_____

Thereupon the following proceedings, among others, were had and taken:

PUBLIC HEARINGS

***

CONSIDERATION OF BILL NO. 2021-3

ADOPTION OF ORDINANCE NO. 2021-____

Approval of Investment Grade Audit and Professional Services Contract for Energy Performance Contracting with Yearout Energy Services Company, LLC (Guaranteed Energy Savings Agreement)

CITY OF SANTA FE, NEW MEXICO

ORDINANCE NO. 2021-3

INTRODUCED BY:

Mayor Alan Webber

AN ORDINANCE

ACCEPTING THE INVESTMENT-GRADE AUDIT REPORT AND APPROVING THE ENERGY SAVINGS PERFORMANCE CONTRACT BY AND BETWEEN THE CITY OF SANTA FE AND YEAROUT ENERGY SERVICES COMPANY, LLC, SUBJECT TO CITY COUNCIL APPROVAL OF A SEPARATE FINANCING TRANSACTION TO FINANCE THE COSTS OF THE EPC; AUTHORIZING THE PLEDGE OF UTILITY COST SAVINGS AS SECURITY FOR THE EPC FINANCING TRANSACTION, AND THE EXECUTION AND DELIVERY OF CERTAIN OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION WITH THE EPC; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION WITH THE EPC; REPEALING ALL ORDINANCES AND PRIOR ACTION IN CONFLICT HEREWITH; AND RELATED MATTERS.

Capitalized terms used in the following preambles have the same meaning as set forth in Section 1 of this Ordinance unless the context requires otherwise.

WHEREAS, the City of Santa Fe, New Mexico (the "City") is a legally created, established, organized and existing incorporated charter municipality with home-rule powers under

the constitution and laws of the State of New Mexico; and

WHEREAS, pursuant to Statewide Price Agreement 90-000-18-00017AH, the City entered into Professional Services Agreement No. 19-0641 ("PSA 19-0641") with Yearout Energy Services Company, LLC, a New Mexico limited liability Company (the "Contractor"), effective as of August 2, 2019 for the purpose of obtaining an investment grade audit of energy and water usage for various buildings and facilities owned and operated by the City, and to determine the feasibility of entering into a guaranteed utility savings contract for the purpose of installing and implementing energy efficiency and water conserving measures at the City's facilities; and

WHEREAS, pursuant to PSA 19-0641, if energy and water conserving measures are determined to be feasible, and if the amount of savings to be realized through the implementation of such measures is determined to be sufficient to cover all such costs, as determined by the City, associated with an Energy Savings Performance Contracting project, the City and the Contractor intend to negotiate a Guaranteed Utility Savings Contract under which the Contractor will design, procure, install, implement, maintain and monitor such energy and water conserving measures; provided, that the City, by entering into PSA 19-0641, was not committed to entering into a Guaranteed Utility Savings Contract; and

WHEREAS, the Contractor has provided the Investment Grade Audit Report dated August 21, 2020 (the "IGA"), a copy of which has been presented to the City Council in connection with its consideration of this Ordinance, and pursuant to which the Contractor recommended the implementation of energy savings measures (including both electricity and natural gas) and water conservation measures throughout City-owned facilities to achieve a 16.8 percent reduction in the City's annual utility costs over the useful life of the energy and water conserving measures, at a total contract price of $15,442,785 (the "Energy and Water Conservation Project" or "Project"); and

WHEREAS, the Contractor has proposed that the City and the Contractor enter into a

Professional Services Agreement for Energy Performance Contracting (the "EPC"), a copy of which has been presented to the City Council in connection with its consideration of this Ordinance, and pursuant to which the Contractor will complete the Energy and Water Conservation Project at a total cost not to exceed $15,442,785, and will guarantee utility cost savings at a level sufficient to pay the total cost of the Energy and Water Conservation Project; and

WHEREAS, the Energy and Water Conservation Project consists of the following energy savings and water conservation measures:

1. Upgrading approximately 9,000 existing lighting fixtures to LED technology;
2. Install 2.750MW DC renewable energy systems which are sized for a target offset of 80% of post-retrofit On-Peak consumption at select City facilities and a 60% of post-retrofit On-Peak consumption at select Water Utilities and Buckman Direct Diversion (BDD) sites;
3. Repair of underperforming existing solar PV carports at Genoveva Chavez Community Center to recover lost production and available Renewable Energy Credit ("REC") payments;
4. Upgrade approximately 760 existing domestic water fixtures to reduce water consumption;
5. Remediate approximately 200 square feet of existing air leakage in building envelope;
6. Install 28 new high efficiency transformers;
7. Identify and correct billing errors to reduce utility costs;
8. Replace the roof at the Canyon Road Water Treatment Plant in order reduce energy and operational costs and support the installation of rooftop solar PV; and

WHEREAS, pursuant to the Public Facility Energy Efficiency and Water Conservation Act, Sections 6-23-1 through -10 NMSA 1978 (the "Act"), and specifically Section 6-23-5(B)(1)

NMSA 1978, the City Council has been advised that the EPC satisfies the requirements of the Public Facility Energy Efficiency and Water Conservation Act (the "Act"); and

WHEREAS, pursuant to Section 6-23-5(B)(2) NMSA 1978, the Energy, Minerals and Natural Resources Department of the State ("EMNRD") certified to the City by letter dated September 12, 2020 that the Contractor meets the experience requirements established by EMNRD and is a qualified provider of energy efficiency measures, and that the energy savings measures proposed in the IGA appear to have been accurately estimated and are reasonable; and

WHEREAS, pursuant to Section 6-23-5(B) (3) NMSA 1978, the Office of the State Engineer ("OSE") certified to the City by letter dated August 28, 2020 that the Contractor meets the experience requirements established by OSE and is a qualified provider of water conservation measures, and that the water conservation measures proposed in the IGA appear to have been accurately estimated and are reasonable; and

WHEREAS, the City intends to finance the costs of the Energy and Water Conservation Project through a separate financing arrangement with a third-party financial institution (the "Financing Transaction") which will be paid from pledged guaranteed utility cost savings as authorized pursuant to the Act, and pursuant to which the pledged guaranteed utility cost savings (the "Pledged Revenues") constitute a special fund; and

WHEREAS, the City Council intends to approve the EPC and authorize its execution, delivery, and assignment of the Pledged Revenues, subject to the terms and provisions of this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE, NEW MEXICO:

Section 1. **Definitions.** The terms in this section are defined for all purposes of this Ordinance and of any ordinance amendatory hereof or supplemental hereto, or relating hereto, and of any instrument or document appertaining hereto, except where the context by clear implication

herein otherwise requires, shall have the following meanings:

"Act" means the general laws of the State, including Sections 6-23-1 through 6-23-10 NMSA 1978, as amended, and enactments of the Governing Body relating to the EPC and the Financing Transaction, including this Ordinance.

"Authorized Officer" means the following officers of the City: Mayor, City Manager, City Finance Director, or other officer of the City when designated by a certificate signed by the Mayor of the City from time to time, a certified copy of which shall be delivered to the Paying Agent.

"Bond Counsel" means an attorney or firm of attorneys nationally recognized for expertise in the area of municipal bonds and the exemption of interest on municipal bonds from federal income taxation.

"City," "Municipal," or "Municipality" means the Municipal Corporation and body corporate and politic known as the City of Santa Fe, Santa Fe County, New Mexico.

"Conservation Measures" mean, collectively or individually, as the context may require, the energy savings and water conservation equipment and improvements of which the Energy and Water Conservation Project is comprised.

"Conservation-Related Cost Savings" means cost savings, other than Utility Cost Savings, in the operating budget of the City that are the direct result of the Conservation Measures.

"Contract Price" means $15,442,785, the maximum amount payable pursuant to the EPC.

"Contractor" means Yearout Energy Services Company, LLC, a New Mexico limited liability company.

"Costs of Issuance" means all costs relating to the execution and delivery of the EPC [and the Financing Transaction], including, without limitation, costs of advertising and publication, costs of fees and expenses of the financial advisor, Bond Counsel, the Paying Agent, and other reasonable and necessary fees and costs, including applicable gross receipts taxes, related to the execution and delivery of the EPC [and the Financing Transaction].

"Energy and Water Conservation Project" or "Project" means the implementation of energy savings (including both electricity and natural gas) and water conservation measures throughout City-owned facilities, including the following energy savings and water conservation measures:

1. Upgrading of approximately 9,000 existing lighting fixtures to LED technology;
2. Installation of 2.750MW DC renewable energy systems which are sized for a target offset of 80% of post-retrofit On-Peak consumption at select City facilities and a 60% of post-retrofit On-Peak consumption at select Water Utilities and Buckman Direct Diversion (BDD) sites;
3. Repair of underperforming existing solar PV carports at Genoveva Chavez Community Center to recover lost production and available Renewable Energy Credit ("REC") payments;
4. Upgrading of approximately 760 existing domestic water fixtures to reduce water consumption;
5. Remediation of approximately 200 square feet of existing air leakage in building envelope;
6. Installation of 28 new high efficiency transformers;
7. Identification and correction of billing errors to reduce utility costs;
8. Replacement of the roof at the Canyon Road Water Treatment Plant in order reduce energy and operational costs and support the installation of rooftop solar PV; and paying the Costs of Issuance allocable to the Energy and Water Conservation Project.

"EMNRD" means the Energy, Minerals and Natural Resources Department of the State.

"Energy Performance Contract" or "EPC" means the guaranteed utility savings contract by and between the City and the Contractor, the form of which has been presented to the Governing Body in connection with its consideration of this Ordinance.

"Financing Transaction" means the transaction to be entered into by and between the City and the Lender, proceeds of which shall be applied to pay the Contract Price; the principal of, interest on and other payments due in connection with the Financing Transaction shall be payable solely from Pledged Revenues, which may be in the form of a lease-purchase agreement, a loan agreement or other form of debt obligation.

"Governing Body" means the members of the governing body designated as councilors who, together with the mayor, are the governing body of the City.

"IGA" means the Investment Grade Audit Report provided by the Contractor to the City dated August 21, 2020 proposing the energy efficiency and water conservation measures which comprise the Energy and Water Conservation Project.

"Lender" means the bank or other financial institution serving as the lender in connection with the Financing Transaction; if applicable, the Lender may be the lessor if the Financing Transaction is a lease-purchase transaction.

"OSE" means the Office of the State Engineer.

"Ordinance" means this City Ordinance as amended or supplemented from time to time.

"Placement Agent" means D.A. Davidson & Co., Kansas City, Missouri.

"Placement Agent Agreement" means the professional services agreement by and between the City and the Placement Agent for the placement of the Financing Transaction with the Lender.

"Pledged Revenues" means amounts generated by Utility Cost Savings pursuant to the EPC, which shall be deposited monthly to the Pledged Revenue Fund as provided in Section 6 of this Ordinance.

"Pledged Revenue Fund" means the fund created pursuant to Section 6 of this Ordinance.

"Related Documents" means, as applicable, the lease-purchase agreement, loan agreement, promissory note, escrow agreement, account control agreement and any other document or agreement containing an obligation of the City as may be required by the Lender or otherwise in

connection with the EPC pursuant to the Financing Transaction.

"Utility Cost Savings" means the amounts saved by the City in the purchase of electricity or water that are a direct result of the Conservation Measures.

Section 2. Acceptance of IGA; Ratification of Prior Action.

1. The IGA is hereby accepted and approved.

2. All action heretofore taken (not inconsistent with the express provisions of this Ordinance) by the Governing Body and officers of the City directed toward the Energy and Water Conservation Project, the IGA, the EPC and the Financing Transaction, including, without limitation, the publication of a notice of public meeting and intent to adopt this Ordinance authorizing the execution and delivery of the EPC, and the engagement of D.A. Davidson as Placement Agent pursuant to the Placement Agent Agreement, and the same hereby is ratified, approved and confirmed, notwithstanding any inconsistent prior action.

Section 3. Findings. The Governing Body makes the following findings and determinations:

1. Pursuant to Section 6-23-3 of the Act, the amount that the City would spend on the energy and water conservation measures proposed in the IGA is not likely to exceed the cumulative amount of Utility Cost Savings and Conservation-Related Cost Savings of all energy and water conservation measures proposed in the IGA over the twenty-five year term of the EPC from the date of installation of the measures recommended in the IGA if those recommendations are followed, including the financing of those costs pursuant to the Financing Transaction, and excluding the cost of normal repair and replacement of components of the energy and water conservation measures after the Conservation Measures are installed; and

2. The Contractor is a qualified provider who can provide a written guarantee that the Utility Cost Savings and Conservation-Related Cost Savings will meet or exceed the costs of the Conservation Measures.

3. Pursuant to Section 6-23-3(B) of the Act, the EPC includes a written guaranty by the Contractor that the annual Utility Cost Savings and Conservation-Related Cost Savings will meet or exceed the cost of the Conservation Measures; and

4. The Contractor will maintain a direct financial relationship with the City, irrespective of the source of financing for the Conservation Measures.

5. Pursuant to Section 6-23-5(B) of the Act, The EPC complies with requirements of the Act;

6. EMNRD has certified that the Contractor is a qualified provider which meets the experience requirements established by EMNRD, and that the guaranteed energy saving from the Conservation Measures appear to be accurately estimated and are reasonable; and

7. OSE has certified that the Contractor is a qualified provider which meets the experience requirements established by OSE, and that the guaranteed water saving from the Conservation Measures appear to be accurately estimated and are reasonable;

complies with the requirements of the Act.

Section 4. Authorization of the Energy and Water Conservation Project; Financing Transaction Condition. The Energy and Water Conservation Project is hereby authorized at a total cost not to exceed the Contract Price, excluding any such cost defrayed or to be defrayed by any source other than proceeds of the Financing Transaction allocable to the Contract Price; provided, that the Energy and Water Conservation Project and execution and delivery of the EPC shall be subject to the authorization and closing of the Financing Transaction.

Section 5. Execution and Delivery of EPC. The Mayor or, in the absence of the Mayor, the Mayor *pro tem*, is authorized to execute and delivery the EPC, which shall be attested by the City Clerk or a deputy City Clerk, in substantially the form presented to the Governing Body in its consideration of this Ordinance, with such modifications or revisions as the Mayor, in consultation with the City's municipal advisor and Bond Counsel, determines are necessary or

convenient to implement the Energy and Water Conservation Project, and the execution and delivery of the EPC by the Mayor, or in the absence of the Mayor, the Mayor *pro tem*, shall be conclusive evidence of the City's approval thereof, as may be modified or revised.

Section 6. Establishment and Administration of Pledged Revenue Fund; Assignment as Security for Financing Transaction. A special revenue fund is hereby established, to be identified as the "City of Santa Fe/Yearout EPC Pledged Energy and Water Conservation Savings Revenue Fund (the "Pledged Revenue Fund"). In the first month following Substantial Completion, as defined in Section 1(m) of the EPC, the City shall deposit Pledged Revenues to the Pledged Revenue Fund. The assignment of the Pledged Revenues as security for the payment of debt service in connection with the Financing Transaction is hereby authorized, with such details as shall be provided in the Financing Transaction documentation authorized by the Governing Body.

Section 7. Period of Energy and Water Conservation Project's Usefulness. It is hereby determined and recited that the average useful life of the Energy and Water Conservation Project is 31 years, as indicated in the IGA.

Section 8. Authorization to Execute Related Documents and Delegated Authority.

1. Approval of Documents; Ratification. The form, terms and provisions of the Related Documents are in all respects approved, authorized and confirmed, with such changes therein not inconsistent with this Ordinance as the Authorized Officers of the City deem necessary or desirable.

2. Delegated Authority and Execution of Documents. The officers, agents and employees of the City are authorized, empowered and directed to take all action required by this Ordinance, and all such other action as may be necessary or appropriate to effectuate the provisions of this Ordinance, the Related Documents and any other documents as may be necessary

or appropriate to carry out and comply with the provisions of this Ordinance.

Section 9. Severability. If any Section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 10. Repealer Clause. All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance or part of any ordinance heretofore repealed.

Section 11. Effective Date, General Summary for Publication. Upon due adoption of this Ordinance, the ordinance shall be recorded and preserved by the City Clerk, authenticated by the signature of the Mayor and City Clerk, and the seal of the City impressed hereon, and the title and general summary of the subject matter contained in this Ordinance (set out below) shall be published in a newspaper which maintains an office and is of general circulation in the City and this Ordinance shall be in full force and effect after its publication in accordance with law.

Pursuant to Section 3-17-5 NMSA 1978, as amended, the title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

(Form of Summary of Ordinance for Publication)

CITY OF SANTA FE, NEW MEXICO

NOTICE IS HEREBY GIVEN of the title and of a general summary of the subject matter contained in an ordinance duly adopted and approved by the Governing Body of the City of Santa Fe on February __, 2021. A complete copy of the ordinance is available for public inspection during the normal and regular business hours of the City Clerk in the office of the City Clerk, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico and is available online at santafe.primegov.com. The title of the ordinance is:

AN ORDINANCE

ACCEPTING THE INVESTMENT-GRADE AUDIT REPORT AND APPROVING THE ENERGY SAVINGS PERFORMANCE CONTRACT BY AND BETWEEN THE CITY OF SANTA FE AND YEAROUT ENERGY SERVICES COMPANY, LLC, SUBJECT TO CITY COUNCIL APPROVAL OF A SEPARATE FINANCING TRANSACTION TO FINANCE THE COSTS OF THE EPC; AUTHORIZING THE PLEDGE OF UTILITY COST SAVINGS AS SECURITY FOR THE EPC FINANCING TRANSACTION, AND THE EXECUTION AND DELIVERY OF CERTAIN OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION WITH THE EPC; RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION WITH THE EPC; REPEALING ALL ORDINANCES AND PRIOR ACTION IN CONFLICT HEREWITH; AND RELATED MATTERS.

A general summary of the subject matter contained in such ordinance is set forth in the title. COMPLETE COPIES OF THE ORDINANCE ARE ON FILE IN THE OFFICE OF THE CITY CLERK AT THE CITY HALL, 200 LINCOLN AVENUE, SANTA FE, NEW MEXICO, ARE AVAILABLE ONLINE AT SANTAFE.PRIMEGOV.COM, AND ARE AVAILABLE FOR INSPECTION AND/OR PURCHASE DURING REGULAR OFFICE HOURS. THIS NOTICE ALSO CONSTITUTES COMPLIANCE WITH SECTION 3-17-5 AND SECTIONS 6-14-4 THROUGH 6-14-7, NMSA 1978.

WITNESS my hand and the seal of the City on February ___, 2021.

CITY OF SANTA FE

(SEAL)

_____

KRISTINE MIHELCIC, CITY CLERK

(End of Form of Ordinance for Publication)

PASSED, APPROVED, and ADOPTED this ___day of _____, 2021.

(SEAL) _____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Modrall, Sperling, Roehl, Harris & Sisk, P.A. as Bond Counsel

By: _____
Peter Franklin (Jan 29, 2021 15:50 MST)

Peter Franklin

After discussion, Councilor _____ moved for approval, with Councilor _____ seconding the motion. Bill No. 2021-3 passed upon the following roll call vote:

Those voting AYE:

Councilor: _____

Councilor: _____

Councilor: _____

Councilor: _____

Councilor: _____

Councilor: _____

Councilor: _____

Councilor: _____

Those voting NAY: _____

Those not present: _____

The presiding officer thereupon declared that at least three-fourths of all the members of the Governing Body having voted in favor of adoption of Bill No. 2021-_3 the motion was carried and Ordinance No. 2021-___ was duly passed and adopted.

After consideration by the Governing Body of other business the meeting was duly adjourned.

GOVERNING BODY OF THE CITY OF SANTA FE, NEW MEXICO

(SEAL)

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

ITEM # _____

MUNIS CONTRACT # 3202404

CITY OF SANTA FE, NM

PROFESSIONAL SERVICES CONTRACT

FOR ENERGY PERFORMANCE CONTRACTING

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PROFESSIONAL SERVICES CONTRACT #_____

THIS CONTRACT is made and entered into by and between **City of Santa Fe, NM**, hereinafter referred to as the "Agency," and **YEAROUT ENERGY SERVICES COMPANY**, a New Mexico Limited Liability Company, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by all parties.

RECITALS

WHEREAS, Agency owns and operates the Project Site(s), and is in need of energy and water cost saving equipment and services designed to save energy and associated energy costs at said Project Sites; and

WHEREAS, Agency has been authorized to enter into a third party financing agreement for all professional services, equipment and construction for the purchase and installation of energy and water cost savings measures, collectively referred to as the "Work" (as hereinafter defined); and

WHEREAS, Contractor has developed or become knowledgeable about certain procedures for controlling energy and water consumption through services provided and equipment installed and maintained at project sites similar in scope and scale of Agency; and

WHEREAS, Contractor was awarded a Statewide Price Agreement (#90-000-18-0001AH) with the State of New Mexico pursuant to a Request for Proposal, published and reviewed in accordance with the New Mexico Procurement Code, NMSA 1978, Sections 13-1-29 et seq., which resulted in the award of a contract for the Investment Grade Audit and Project Development Proposal (as hereinafter defined), after a determination that its services were most advantageous to the Agency; and

WHEREAS, Contractor has made an assessment of the utility consumption characteristics of the Project Site(s) and existing Equipment described in Schedule Q (Description of Project Site(s)), which was delivered to Agency as an Investment-Grade Energy Audit Report which Agency has approved and is attached as Appendix D; and

WHEREAS, Agency desires to retain Contractor to purchase, install and service certain energy and water cost savings equipment and to provide other services and strategies described in the attached Schedules, for the purpose of achieving energy and water cost reductions within Project Site(s), as more fully described herein; and

WHEREAS, Agency is authorized under the New Mexico Constitution and the Public Building Energy Efficiency and Water Conservation Act (the "Act"), NMSA 1978, Sections 6-23-1 et seq., to enter into this Contract for the purposes set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, Agency and Contractor hereto covenant and agree that the following Schedules, Exhibits and Appendices are attached hereto (or will be, as provided in this Contract) and are made a part of this Contract by reference.

IT IS AGREED BETWEEN THE PARTIES:

1. **Definitions.**

a. "Commencement Date" means the date described in Section 6 (Commencement Date);

b. "Contract" means this Energy Performance Contract and all Schedules, Exhibits, and Appendices attached hereto;

c. "Contract Sum" means the sum of all materials, labor, auditing, design, engineering, project construction management fees, overhead, profit, contingency, subcontracted services related to the project;

d. "Energy and Cost Savings Guarantee" means the guarantee of Schedule A (Savings Guarantee) that is achieved as a result of the installation and operation of the Equipment and provision of services provided for in this Contract as specified in Schedule J (Compensation to Contractor for Annual Services) and in accordance with the Savings Calculation Formula as set forth in Schedule C (Savings Measurement and Verification (M&V) Plan; Post-Retrofit M&V Plan; Annual M&V Reporting Requirements);

e. "Energy and Water Cost Savings" means the savings as provided in Schedule A (Savings Guarantee);

f. "Equipment" means the material goods enumerated in Schedule R (Equipment to be Installed by Contractor) that is now, or hereafter from time to time, attached hereto and incorporated herein by reference, together and with any and all additions, modifications, attachments, replacements and parts thereof;

g. "Event of Default" means those events described in Sections 65 (Events of Default by Contractor) and 64 (Events of Default by Agency) hereof;

h. "Guarantee Period" or "Performance Guarantee Period" means the period of time during which the Contractor has guaranteed energy savings. That period shall commence upon project completion, as specified in Schedule S (Construction and Installation Schedule) and conclude 25 years thereafter.

i. "Interim Period" means the period from contract execution until the Commencement Date;

j. "Investment Grade Audit" means a study by the Contractor selected for a particular energy performance contracting project, which includes detailed descriptions of the improvements recommended for the project, the estimated costs of the improvements and the utility and operations and maintenance cost savings projected to result from the recommended improvements;

k. "Project Site(s)" means the facilities of the Agency in need of energy and water saving equipment and services designed to reduce consumption and associated costs at said Project Site(s);

l. "Qualified Provider" means the Contractor, who is a person experienced in the design, implementation and installation of energy or water conservation measures and who meets the experience qualifications developed by the Energy, Minerals and Natural Resources Department (EMNRD) for energy conservation measures or the Office of the State Engineer for water conservation measures;

m. "Substantial Completion" means the stage in the progress of the Work where the Work is sufficiently complete in accordance with the Contract Documents so that the Agency can utilize and take beneficial use of the Work for its intended use or purpose.

n. "Work" means the Equipment, materials, professional services and construction services for the project at the Agency's Project Site, as described by this Contract and attachments.

2. **Scope of Work.**

Contractor shall:

a. perform and complete the Work at the Agency's Project Site, as defined and described in this Contract and the attached Schedules, Exhibits, and Appendices;

b. provide the Equipment, together with installation, maintenance and other services as provided herein, as in Schedule R (Equipment to be Installed by Contractor) based upon the terms and conditions set forth in Schedule S (Construction and Installation Schedule);

c. provide the Work and all related services identified in Schedule R (Equipment to be Installed by Contractor) and the services detailed in Schedule BB (Contractor's Maintenance Responsibilities) and Schedule J (Compensation to Contractor for Annual Services);

d. supervise and direct the Work and shall be responsible for the engineering, design, and quality control; construction means, methods, techniques, sequences, and procedures; and for coordinating all portions of the Work under this Contract; and

3. **Compensation.**

a. The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of fourteen-million two-hundred-forty-one-thousand one-hundred-eighty-five dollars ($14,241,185) in FY2021/FY2022. The New Mexico gross receipts tax levied on the amounts payable under this Contract in FY2021/FY2022 totaling one-million two-hundred-one-thousand six-hundred dollars ($1,201,600) shall be paid by the Agency to the Contractor. The total amount payable to the Contractor under this Contract, including gross receipts tax and expenses, shall not exceed fifteen-million four-hundred-forty-two-thousand seven-hundred-eighty-five dollars ($15,442,785) in FY2021/FY2022.

b. Payment in FY2021/FY2022 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. All invoices must be received

by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

c. The total amount payable to the Contractor under this Contract, including gross receipts tax and expenses shall not exceed fifteen-million four-hundred-forty-two-thousand seven-hundred-eighty-five dollars ($15,442,785) as set forth in Schedule H (Final Project Cost & Project Cash Flow Analysis). This amount is a maximum and not a guarantee that the work assigned to the Contractor under this Contract to be performed shall equal the amount stated herein. Payment terms are described in Schedule I (Financing Contract and Payment Schedule).

d. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the Agency finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the Agency that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the Agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

4. **Term.**

a. This Contract shall terminate upon conclusion of the performance guarantee period unless terminated pursuant to paragraph 4, infra, or paragraph 5. In accordance with NMSA 1978, Section 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, Section 13-1-150. An exception is provided for contracts entered into pursuant to the Public Facility Energy Efficiency and Water Conservation Act NMSA 1978), Section 6-23-1 et seq., the term of which shall not exceed twenty-five years, including all extensions and renewals.

b. Subject to the following sentence, the term of this Contract shall be defined by the Performance Guarantee Period. Nonetheless, the Contract shall be effective and binding upon the parties immediately upon its execution, and the period from contract execution until the Commencement Date shall be known as the "Interim Period". All energy savings achieved during the interim period will be fully credited to the Agency, and if required, can be attributed by the Contractor to offset a shortfall in the first year guaranteed savings if properly verified.

5. **Termination.**

a. Termination. This Contract may be terminated by the Agency upon written notice delivered to the Contractor at least ten (10) days prior to the intended date of termination. By such termination, the Contractor may not nullify obligations already incurred for performance or failure to perform prior to the date of termination.

Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the Agency or if, during the term of this Contract, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS CONTRACT.

b. Termination Management. Immediately upon receipt by the Contractor of notice of termination of this Contract, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Contract without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Contract; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Contract. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the Agency as soon as practicable.

6. **Commencement Date.**

a. The Commencement Date shall be the first day of the month after the month in which all schedules are in final form and accepted by Agency and Contractor shall have delivered a Notice to Agency that it has installed and commenced operating all of the Equipment specified in Schedule R (Equipment to be Installed by Contractor) and in accordance with the provisions of Schedule S (Construction and Installation Schedule) and Schedule T (Systems Start-Up and Commissioning; Operating Parameters of Installed Equipment); and the Agency has inspected and accepted said installation and operation as evidenced by the Certificate of Acceptance as set forth in Exhibit VI (Certificate of Project Substantial Completion).

b. Notwithstanding anything to the contrary in **Sections herein (Purchase and Sale; Commencement Date and Terms; Interim Period)**, the Commencement Date shall not occur and the Agency shall not be required to accept the work under this Contract unless and until all Equipment installation for the Project Site(s) is completed by Contractor in accordance with the terms and conditions of this Contract. Agency shall have 10 days after notification by the Contractor to inspect and accept the Equipment. Agency reserves the right to reject the Equipment if installation fails to meet reasonable standards of workmanship, does not comply with applicable building codes, or is otherwise not in compliance with this Contract. Contractor shall not be paid in full, including retainage, until after the punch list is completed and Contractor has satisfied any and all claims for labor and materials and the Certificate of Acceptance has been signed. The Certificate of Acceptance will not be unreasonably withheld by the Agency.

c. Compensation payments due to Contractor for on-going services and maintenance under this Contract as set forth in Schedule J (Compensation to Contractor for Annual Services) shall begin no earlier than 90 days from the Commencement Date as defined herein.

7. **Performance Measures.**

Contractor shall substantially perform the following Agency Performance Measures:

a. Contractor will perform the Work and provide the Equipment in accordance with the scope of work indicated in Schedule R (Equipment to be Installed by Contractor) based upon the terms and conditions set forth in Schedule S (Construction and Installation Schedule);

b. Contractor's Work shall create the savings indicated in Schedule A (Savings Guarantee) and Schedule D (Operations and Maintenance O&M Savings), all as collectively indicated in Schedule H (Final Project Cost & Project Cash flow Analysis)

Agency Performance Measures documentation is provided as Attachment I.

8. **Contractor is Qualified Provider.**

Contractor is certified as a Qualified Provider by NM-GSD to perform the Work, pursuant to NMSA 1978, Sections 6-23-2E and 6-23-5 and as shown by Exhibit III (NM-GSD Certification of Contractor as Qualified Provider).

9. **Investment-Grade Energy Audit Report and Project Development Proposal.**

Contractor has provided the complete Investment-Grade Energy Audit Report and Project Development Proposal of the Project Site(s), as set forth in Appendix D (Investment-Grade Energy Audit and Project Proposal Contract) and dated August 21, 2020. The Investment-Grade Energy Audit Report includes all energy conservation measures agreed upon by the Agency and Contractor for implementation in the Work. The guaranteed energy savings of energy conservation measures stated in the Investment-Grade Energy Audit Report appear to be accurately estimated and reasonable and are certified by NM-EMNRD and NM-OSE, as shown in Exhibit IV (NM-EMNRD and NM-OSE Certification of Guaranteed Energy Savings).

10. **Schedules, Exhibits and Appendices.**

Contractor has provided and Agency has approved the Schedules, Exhibits and Appendices, copies of which are attached hereto (or will be as provided for in the Contract), set forth in their entirety as Attachment II and made a part of this Contract by reference.

11. **Purchase and Sale.**

a. Agency agrees to fund all or a portion of the Equipment through a third-party financier, the debt service schedule for which, following funding becoming available pursuant

thereto, shall be attached hereto as Schedule I (Financing Agreement and Payment Schedule).

b. Contractor shall be responsible to pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation and other facilities and services necessary for the proper execution and completion of the Work.

12. **Energy Usage Records and Data.**

Agency has furnished and shall continue to furnish (or authorize its energy suppliers to furnish) during the Term of this Contract to Contractor or its designee, upon its request, all of its records and complete data concerning energy and water usage and related maintenance for the Project Site(s).

13. **Location and Access.**

Contractor acknowledges that there exists sufficient space on the Project Site(s) for the installation and operation of the Equipment. Agency shall take reasonable steps to protect such Equipment from harm, theft and misuse during the term of this Contract. Agency shall provide access to the Project Site(s) for Contractor to perform any function related to this Contract during regular business hours, or such other reasonable hours as may be requested by Contractor and acceptable to the Agency. Contractor shall be granted immediate access to make emergency repairs or corrections as it may, in its discretion, determine are needed. The Contractor's access to Project Site(s) to make emergency repairs or corrections as it may determine are needed shall not be unreasonably restricted by the Agency. Contractor shall immediately notify the Agency when emergency action is taken and follow up with written notice within three (3) business days specifying the action taken, the reasons therefore, and the impact upon the Project Site(s), if any.

14. **Permits and Approvals.**

Agency shall use its best efforts to assist the Contractor in obtaining all necessary permits and approvals for installation of the Equipment. In no event shall the Agency, however, be responsible for payment of any permit fees. The equipment and the operation of the equipment by Contractor shall at all times conform to all federal, state and local code requirements. Contractor shall furnish copies of each permit or license which is required to perform the work to the Agency before the Contractor commences the portion of the work requiring such permit or license.

15. **Coordination During Installation.**

The Agency and Contractor shall coordinate the activities of Contractor's equipment installers with those of the Agency, its employees, and agents. Contractor shall not commit or permit any act which will interfere with the performance of business activities conducted by the Agency or its employees without prior written approval of the Agency.

16. **Construction Schedule; Equipment Installation.**

Construction and equipment installation shall proceed in accordance with the construction schedule approved by the Agency and attached as Schedule S (Construction and Equipment Installation Schedule).

17. **Systems Startup and Equipment Commissioning.**

The Contractor shall conduct a thorough and systematic performance test of each element and total system of the installed Equipment in accordance with the procedures specified in Schedule T (Systems Start-Up and Commissioning; Operating Parameters of Installed Equipment) and prior to acceptance of the project by the Agency as specified in Exhibit VI (Certificate of Project Substantial Completion). Testing shall be designed to determine if the Equipment is functioning in accordance with both its published specifications and the Schedules to this Contract, and to determine if modified building systems, subsystems or components are functioning properly within the new integrated environment. The Contractor shall provide notice to the Agency of the scheduled test(s) and the Agency and/or its designees shall have the right to be present at any or all such tests conducted by Contractor and/or manufacturers of the Equipment. The Contractor shall be responsible for correcting and/or adjusting all deficiencies in systems and Equipment operations that may be observed during system commissioning procedures as specified in Schedule T (Systems Start-Up and Commissioning; Operating Parameters of Installed Equipment). The Contractor shall be responsible for correcting and/or adjusting all deficiencies in Equipment operation that may be observed during system testing procedures. Prior to Agency acceptance Contractor shall also provide the Agency with reasonably satisfactory documentary evidence that the Equipment installed is the Equipment specified in Schedule R (Equipment to be Installed by Contractor).

18. **Equipment Warranties.**

a. Contractor warrants that all equipment sold and installed as part of this Contract is new, will be materially free from defects in materials or workmanship, will be installed properly in a good and workmanlike manner, and will function properly for a period of at least one (1) year from the date of the Substantial Completion for the particular energy conservation measure, if operated and maintained in accordance with the procedures established per building. Substantial Completion does not occur until the Equipment or system has been commissioned, accepted, and Exhibit V (Certificate of Acceptance – Measure) is fully executed.

b. After the warranty period, the Contractor shall have no responsibility for performing maintenance, repairs, or making manufacturer warranty claims relating to the Equipment, except as provided in Schedule BB (Contractor's Maintenance Responsibilities).

c. Contractor further agrees to assign to the Agency all available manufacturer's warranties relating to the Equipment and include such written warranties in the O&M manuals. Contractor will have no responsibility for performing repairs beyond the 1-year warranty period.

d. All warranties, to the extent transferable, shall be transferable and extend to the Agency. The warranties shall specify that only new, not reconditioned, parts may be used and

installed when repair is necessitated by malfunction. All extended warranties shall be addressed as the property of the owner and appropriately documented and titled.

e. Notwithstanding the above, nothing in this Section shall be construed to alleviate/relieve the Contractor from complying with its obligations to perform under all terms and conditions of this Contract and as set forth in all attached Schedules.

19. **Standards of Comfort.**

Agency shall maintain and operate the Equipment in a manner which will provide the standards of heating, cooling, ventilation, hot water supply, and lighting quality and levels as described in Schedule U (Standards of Comfort). During the term of this Contract, Contractor and Agency will maintain, according to Schedule BB (Contractor's Maintenance Responsibilities) and Schedule CC (Agency's Maintenance Responsibilities), and operate the Equipment in a manner that will provide the standards of comfort and levels of operation as described in Schedule U (Standards of Comfort).

20. **Environmental Requirements, Excluded Material and Activities.**

Agency recognizes that in connection with the installation and/or service or maintenance of Equipment at Agency's Project Site(s), Contractor may encounter, but is not responsible for, any work relating to (i) asbestos, materials containing asbestos, or the existence, use, detection, removal, containment or treatment thereof; (ii) fungus (any type of form of fungi, including mold or mildew, and mycotoxins, spores, scents or by-products produced or released by fungi); (iii) incomplete or damaged work or systems or code violations that may be discovered during or prior to the work of this Contract; or (iv) pollutants, hazardous wastes, hazardous materials, contaminants other than those described in this Section below (collectively "Hazardous Materials"), or the storage, handling, use, transportation, treatment, or the disposal, discharge, leakage, detection, removal, or containment thereof. The materials and activities listed in the foregoing sentence are referred to as "Excluded Materials and Activities." Agency agrees that if performance of work involves any Excluded Materials and Activities, Agency will perform or arrange for the performance of such work and shall bear the sole risk and responsibility therefore. In the event Contractor discovers Hazardous or Excluded Materials, Contractor shall immediately cease work, remove all Contractor personnel or subcontractors from the site, and notify the Agency. The Agency shall be responsible to handle such Materials at its expense. Contractor shall undertake no further work on the Project Site(s) except as authorized by the Agency in writing. Notwithstanding anything in this Contract to the contrary, any such event of discovery or remediation by the Agency shall not constitute a default by the Agency. In the event of such stoppage of work by Contractor, the Time for Completion of Work will be automatically extended by the amount of time of the work stoppage and any additional costs incurred by Contractor as a result will be added by Change Order.

Contractor shall be responsible for any hazardous or other materials, including, without limitation, those listed in this section that it may bring to the Project Site(s).

21. **Polychlorinated Biphenyl (PCB) Ballasts; Mercury Lamps.**

a. Contractor shall enter into an agreement with an approved PCB ballast disposal company that will provide an informational packet, packing receptacles and instructions, labels and shipping materials, transportation, and recycling or incineration services for PCB ballasts. All capacitors and asphalt potting compound materials removed from Agency's PCB ballasts will be incinerated in a federally approved facility. After proper disposal, a Certificate of Destruction will be provided by the approved facility to the Agency. Contractor's responsibility shall be for the proper and legal management of any of Agency's PCB ballasts removed as a result of the installation of the Equipment and shall be limited only until said PCB ballasts are loaded onto an approved PCB ballast disposal Contractor's vehicle for transportation.

b. Contractor shall enter into an agreement with an approved lamp disposal company, who will provide approved containers, materials required to label, transportation, recycling or incineration in accordance with EPA requirements, and a copy of the manifest.

c. Agency agrees to sign manifests of ownership for all PCB ballasts and mercury lamps removed from the Project Site(s).

22. **Training by Contractor.**

The Contractor shall conduct the training program described in Schedule V (Contractor's Training Responsibilities) hereto. The must be completed prior to acceptance of the Equipment installation. The Contractor shall provide ongoing training whenever needed with respect to updated or altered Equipment, including upgraded software. Such training shall be provided at no charge to the Agency and shall have no effect on prior acceptance of Equipment installation.

23. **Equipment Service, Actions by Contractor.**

Contractor shall provide all service, repairs, and adjustments to the Equipment installed under terms of this Contract pursuant to Schedule BB (Contractor's Maintenance Responsibilities). Agency shall incur no cost for Equipment service, repairs, and adjustments, except as set forth in Schedule J (Compensation to Contractor for Annual Services), provided, however, that when the need for maintenance or repairs principally arises due to the negligence or willful misconduct of the Agency or any employee or other agent of Agency, and Contractor can so demonstrate such causal connection, Contractor may charge Agency for the actual cost of the maintenance or repair insofar as such cost is not covered by any warranty or insurance proceeds.

24. **Malfunctions and Emergencies.**

a. Agency shall use its best efforts to notify the Contractor or its designated subcontractors within 24 hours after the Agency's actual knowledge and occurrence of: (i) any malfunction in the operation of the Equipment or any preexisting energy related equipment that might materially impact upon the guaranteed energy savings, (ii) any interruption or alteration to the energy supply to the Project Site(s), or (iii) any alteration or modification in any energy-related equipment or its operation.

b. Where Agency exercises due diligence in attempting to assess the existence of a malfunction, interruption, or alteration it shall be deemed not at fault in failing to correctly identify such conditions as having a material impact upon the guaranteed energy savings. Agency shall notify Contractor within twenty-four (24) hours upon its having actual knowledge of any emergency condition affecting the Equipment. Contractor shall respond or cause its designee(s) to respond within 72 hours and shall promptly proceed with corrective measures. Any telephonic notice of such conditions by Agency shall be followed within three business days by written notice to Contractor from Agency. If Agency unreasonably delays in so notifying Contractor of a malfunction or emergency, and the malfunction or emergency is not otherwise corrected or remedied, Contractor may charge Agency for its loss, due to the delay, associated with the guaranteed savings under this Contract for the particular time period, provided that Contractor is able to show the direct causal connection between the delay and the loss.

c. The Contractor shall provide a written record of all service work performed. This record will indicate the reason for the service, description of the problem and the corrective action performed.

25. **Actions by Agency.**

Agency shall not move, remove, modify, alter, or change in any way the Equipment or any part thereof without the prior written approval of Contractor except as set forth in Schedule CC (Agency's Maintenance Responsibilities). Notwithstanding the foregoing, the Agency may take reasonable steps to protect the Equipment if, due to an emergency, it is not possible or reasonable to notify the Contractor before taking any such actions. In the event of such an emergency, the Agency shall take reasonable steps to protect the Equipment from damage or injury and shall follow instructions for emergency action provided in advance by the Contractor. Agency agrees to maintain the Project Site(s) in good repair and to protect and preserve all portions thereof which may in any way affect the operation or maintenance of the Equipment.

26. **Modification of Equipment.**

During the Term of this Contract, Agency will not, without the prior written consent of Contractor, affix or install any accessory Equipment or device on any of the Equipment if such addition will change or impair the originally intended functions, value or use of the Equipment without Contractor's prior written approval, which shall not be unreasonably withheld.

27. **Upgrade or Alteration of Equipment.**

a. Contractor shall at all times have the right, subject to Agency's prior written approval, which approval shall not be unreasonably withheld, to change the Equipment, revise any procedures for the operation of the Equipment or implement other energy saving actions in the Project Site(s), provided that: (i) the Contractor complies with the standards of comfort and services set forth in Schedule U (Standards of Comfort) herein; (ii) such modifications or additions to, or replacement of the Equipment, and any operational changes, or new procedures are necessary to enable the Contractor to achieve the

guaranteed energy and cost savings at the Project Site(s) and; (iii) any cost incurred relative to such modifications, additions or replacement of the Equipment, or operational changes or new procedures shall be the responsibility of the Contractor.

b. All modifications, additions or replacements of the Equipment or revisions to operating or other procedures shall be described in a supplemental Schedule(s) to be provided to the Agency for approval, which shall not be unreasonably withheld, provided that any replacement of the Equipment shall, unless otherwise agreed, be new and have equal or better potential to reduce energy consumption at the Project Site(s) than the Equipment being replaced. The Contractor shall have the right to update any and all software to be used in connection with the Equipment in accordance with the provisions of Section 41 (Ownership of Certain Proprietary Rights) and Schedule BB (Contractor's Maintenance Responsibilities). All replacements of and alterations or additions to the Equipment shall become part the Equipment described in Schedule R (Equipment to be Installed by Contractor) and shall be covered by the provisions and terms of **Section 16 (Construction Schedule; Equipment Installation).**

28. **Material Change Defined.**

a. A Material Change shall include any change in or to the Project Site(s), whether structural, operational or otherwise in nature which reasonably could be expected, in the judgment of the Agency, to increase or decrease annual energy consumption in accordance with the provisions and procedures set forth in Schedule B (Baseline Energy Consumption; Methodology to Adjust Baseline) and Schedule C (Savings Measurement and Verification Plan; Post-Retrofit M&V Plan; Annual M&V Reporting Requirements) by at least 3.0% after adjustments for climatic variations.

b. Actions by the Agency which may result in a Material Change include, but are not limited to, the following:

i) manner of use of the Project Site(s) by the Agency; or

ii) hours of operation for the Project Site(s) or for any equipment or energy using systems operating at the Project Site(s); or

iii) Permanent changes in the comfort and service parameters set forth in Schedule U (Standards of Comfort); or

iv) occupancy of the Project Site(s); or

v) structure of the Project Site(s); or

vi) types and quantities of equipment used at the Project Site(s) or

vii) modification, renovation, or construction at the Project Site(s); or

viii) the Agency's failure to provide maintenance of and repairs to the Equipment in accordance with Schedule CC (Agency's Maintenance Responsibilities); or

ix) any other conditions other than climate affecting energy use at the Project Site(s) including but not limited to the replacement, addition or removal of energy and water consuming devices whether plug in or fixed assets,

x) casualty or condemnation of the Project Site(s) or Equipment, or

xi) changes in utility provider or utility rate classification, or

xii) any other conditions other than climate affecting energy or water use at the Project Site(s).

xiii) Modifications, alterations or overrides of the energy management system schedules or hours of operation, set back/start up or holiday schedules.

xiv) Other changes described in Schedule B.

29. **Reported Material Changes; Notice by Agency.**

The Agency shall use its best efforts to deliver to the Contractor a written notice describing all actual or proposed Material Changes in the Project Site(s) or in the operations of the Project Site(s) at least 30 days before any actual or proposed Material Change is implemented or as soon as is practicable after an emergency or other unplanned event. Notice to the Contractor of Material Changes which results because of a bona fide emergency or other situation which precludes advance notification shall be deemed sufficient if given by the Agency within 72 hours after having actual knowledge that the event constituting the Material Change occurred or was discovered by the Agency to have occurred.

30. **Other Adjustments.**

As agreed in **Section 29 (Reported Material Changes; Notice by Agency)** Agency will alert Contractor of materials changes as known. Both parties have a vested interest in meeting the guaranteed savings of the Contract. As such, the Contractor shall work with the Agency to investigate, identify, and correct any changes that prevent the guaranteed savings from being realized. As a result of such investigation, Contractor and Agency shall determine what, if any, adjustments to the baseline will be made in accordance with the provisions set forth in Schedule B (Baseline Energy Consumption; Methodology to Adjust Baseline) and Schedule C (Savings Measurement and Verification Plan; Post-Retrofit M&V Plan; Annual M&V Reporting Requirements). Any disputes between the Agency and the Contractor concerning any such adjustment shall be resolved in accordance with the provisions of Schedule JJ (Alternative Dispute Resolution Procedures) hereto.

31. **Corrective Action; Accuracy of the Services.**

a. Contractor shall perform all tasks/phases under the Contract, including construction, and install the Equipment in such a manner so as not to harm the structural integrity of the buildings or their operating systems and so as to conform to the standards set forth in Schedule U (Standards of Comfort) and the construction schedule specified in Schedule S (Construction and Installation Schedule). Contractor shall repair and restore to its original

condition any area of damage caused by Contractor's performance under this Contract. The Agency reserves the right to review the work performed by Contractor and to direct Contractor to take certain corrective action if, in the opinion of the Agency, the structural integrity of the Project Site(s) or its operating system is or will be harmed. All costs associated with such corrective action to damage caused by Contractor's performance of the work shall be borne by Contractor.

b. Contractor shall remain responsible for the professional and technical accuracy of all services performed, whether by the Contractor or its subcontractors or others on its behalf, throughout the term of this Contract.

32. **Annual Reporting Requirements.**

At the end of each year during the guarantee period as specified in Schedule A (Savings Guarantee) and no later than ninety (90) days thereafter, the Contractor shall complete and submit the data required in Schedule C (Savings Measurement and Verification Plan; Post-Retrofit M&V Plan; Annual M&V Reporting Requirements).

33. **Other Documents.**

This Contract incorporates herein and makes a part hereof the entire Request for Proposal and Project Development Proposal, labeled Appendix A and B, respectively. Notwithstanding, the provisions of this Contract and the attached Schedules, Exhibits and Appendices shall govern in the event of any inconsistencies between the Investment-Grade Energy Audit Report and the provisions of this Contract.

34. **Energy and Cost Savings Guarantee.**

Contractor has formulated and, subject to the adjustments provided for in Sections 28, 29 and 30 (Material Changes), has guaranteed the annual level of energy and water cost savings to be achieved as a result of the installation and operation of the Equipment and provision of services provided for in this Contract in accordance with the methods of savings measurement and verification as set forth in Schedule C (Savings Measurement and Verification Plan; Post-Retrofit M&V Plan; Annual M&V Reporting Requirements). The Energy and Cost Savings Guarantee is set forth in annual increments for the term of the Contract as specified in Schedule A (Savings Guarantee) and has been structured by the Contractor to be sufficient to cover any and all annual payments required to be made by the Agency as set forth in Schedule J (Compensation to Contractor for Annual Services) and Schedule I (Financing Agreement and Payment Schedule).

35. **Annual Review and Reimbursement/Reconciliation.**

a. Energy-related cost savings shall be measured and/or calculated as specified in Schedule C (Savings Measurement and Verification Plan; Post-Retrofit M&V Plan; Annual M&V Reporting Requirements) and a report provided within ninety (90) days of the end of the year for the previous year for each anniversary of the Commencement Date.

b. Annual savings shall exceed annual payments each and every year while this Contract is in effect. In the event the Energy and Cost Savings achieved during such guarantee year are less than the Guaranteed Energy and Cost Savings as defined in Schedule A (Savings Guarantee), Contractor shall pay the Agency an amount equal to the deficiency.

c. The Contractor shall remit such payments to the Agency within 60 days of written notice by the Agency of such monies due. Such excess savings will be retained by the Agency and will not be allocated to shortfalls in savings in other years. In no event shall credit for excess savings be used to satisfy saving guarantees in any other year(s) of the Contract.

36. **Contractor Compensation and Fees.**

Contractor has structured the Energy and Cost Savings Guarantee referred to in Section 34 above, to be sufficient to include any and all annual payments required to be made by the Agency in connection with financing/purchasing the Equipment to be installed by Contractor under this Contract as set forth in Schedule I (Financing Agreement and Payment Schedule). Actual energy and operations savings achieved by Contractor through the operation of Equipment and performance of services by Contractor shall be sufficient to cover any and all annual fees to be paid by Agency to Contractor for the provision of services as set forth and in accordance with the provisions of Schedules J (Compensation to Contractor) and BB (Contractor's Maintenance Responsibilities).

37. **Billing Information Procedure.**

a. Payments due to Contractor shall be calculated each quarter in the following manner:

i) By the 15th day after receipt, Agency shall provide Contractor with copies of all energy bills for the Project Site(s) which it shall have received for the preceding month;

ii) Upon receipt of the required information, the Contractor shall calculate the savings in accordance with the agreed-upon calculation formulae in Schedule C (Savings Measurement and Verification Plan; Post-Retrofit M&V Plan; Annual M&V Reporting Requirements).

b. Based upon paragraphs (i) and (ii) above, Contractor shall prepare and send to Agency a Measurement & Verification invoice which shall set forth for each year the amounts of the energy and operations dollar savings calculated in accordance with Schedule C (Savings Measurement and Verification Plan; Post-Retrofit M&V Plan; Annual M&V Reporting Requirements)and for the services as provided for in Schedule J (Compensation to Contractor for Annual Services). The invoice will set forth the total quarterly payment due from the Agency.

38. **Payment.**

Agency shall pay the Contractor within 30 days of receipt of the Contractor's invoice.

39. **Effective Date of Payment Obligation.**

Notwithstanding the above provisions, Agency shall not be required to begin any payments to Contractor under this Contract unless and until all equipment installation is completed by Contractor in accordance with the provisions of Section 16 (Construction Schedule; Equipment Installation) and Schedule T (Systems Start-Up and Commissioning; Operating Parameters of Installed Equipment), and accepted by Agency as evidenced by the signed Certificate of Acceptance as set forth in Exhibit V (Certificate of Acceptance - Measure), and unless and until said equipment is fully and properly functioning.

40. **Open Book Pricing.**

Open book pricing will be required, such that the Contractor shall fully disclose all costs of materials and labor purchased and subcontracted by the Contractor and a list of hourly rates and position descriptions for labor or services provided by the Contractor. Estimates for the number of hours required for the project and deviations of these budgeted hours shall require prior written approval by the owner or shall not be paid. Contractor shall maintain cost accounting records on authorized work performed under actual costs for labor and material, or other basis requiring accounting records. Contractor shall afford Agency access to these records and preserve them for a period of three (3) years after final payment. Costs will be evaluated through price analysis to compare costs with reasonable criteria such as established catalog and market prices or historical prices. The pricing methodology and individual cost markups disclosed during preliminary contract negotiations will be expected to be applied, providing the scope and size of the project remain the same as assumed when markups were disclosed.

41. **Ownership of Certain Proprietary Property Rights.**

Agency shall not, by virtue of this Contract, acquire any interest in any formulas, patterns, devices, secret inventions or processes, copyrights, patents, other intellectual or proprietary rights, or similar items of property which are or may be used in connection with the Equipment. The Contractor shall grant to the Agency a perpetual, irrevocable royalty-free license for any and all software or other intellectual property rights necessary for the Agency to continue to operate, maintain, and repair the Equipment in a manner that will yield guaranteed utility consumption reductions for the specified contract term. Contractor shall not be liable for providing new versions of software or other enhancements if or unless such new versions or enhancements are necessary to achieve the guaranteed utility consumption reductions.

42. **Ownership of Existing Equipment.**

Ownership of the equipment and materials presently existing at the Project Site(s) at the time of execution of this Contract shall remain the property of the Agency even if it is replaced or its operation made unnecessary by work performed by Contractor pursuant to this Contract. If applicable, Contractor shall advise the Agency in writing of all equipment and materials to be replaced at the Project Site(s) and the Agency shall within 5 days designate in writing to the Contractor which equipment and materials that should not be disposed of off-site by the Contractor. It is understood and agreed to by both Parties that the Agency shall be responsible for and designate the location and storage for any equipment and materials that should not be disposed of off-site. The Contractor shall be responsible for the disposal of all equipment and materials designated by the Agency as disposable off-site in accordance with all applicable laws and regulations regarding such disposal.

43. **Damages to Equipment or Property.**

Contractor shall be responsible for (i) any damage to the Equipment or other property on the Project Site(s) and (ii) any personal injury where such damage or injury occurs as a result of Contractor's performance under this Contract.

44. **Liabilities.**

The Contractor shall not be liable for any special, incidental, indirect, punitive or consequential damages, arising out of or in connection with this Contract. Further, the liability of the Contractor under this Contract shall not exceed the Contract Sum in the aggregate.

45. **Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Governing Body, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

46. **Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this 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 State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

47. **Subcontracting.**

The Contractor shall notify the Agency of all subcontractors delivering any portion of the services to be performed under this Contract.

48. **Release.**

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

49. **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 Agency. Contractor's systems, methods, means and methodologies of evaluating, implementing, and performing under this Agreement shall be considered confidential. When any request for disclosure of such information is made under the New Mexico Inspection of Public Records Act, Agency shall provide prompt notice to Contractor so that Contractor may have the opportunity to object.

50. **Product of Service -- Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall be the property of the Contractor.

51. **Conflict of Interest; Governmental Conduct Act.**

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract. The Contractor certifies that the requirements of the Governmental Conduct Act, NMSA 1978, Sections 10-16-1 through 10-16-18, regarding contracting with a public officer or state employee or former state employee have been followed.

52. **Amendment.**

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

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

54. **Penalties for violation of law.**

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 illegal bribes, gratuities and kickbacks.

55. **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.

56. **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 38-3-1 (G). 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.

57. **Insurance.**

If the services contemplated under this Agreement will be performed on or in Agency facilities or property, Contractor shall, at its sole cost and expense, maintain in force for a period of 2 years from the Commencement Date or during construction, systems startup, and equipment commissioning, whichever is longer, the following insurance coverage(s):

A. **Workers' Compensation Insurance** with statutory limits, and **Employer's Liability insurance** with limits of not less than $1,000,000 per accident or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Agency, its directors, officials, officers, employees, agents, and volunteers.

B. **Commercial General Liability Insurance** which shall be written on an occurrence basis and be at least as broad as the latest version of ISO form CG 00 01 with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage, including a $2,000,000 aggregate for products-completed operations. Such policy shall include Broad Form Contractual Liability coverage and shall be endorsed to include the Agency, its, directors, officials, officers, employees, agents, and volunteers as additional insureds on all primary and excess policies for ongoing and completed operations performed by, or behalf of Contractor. Such additional insured coverage shall be as broad as that provided by ISO form CG 20 10 (ongoing operations) and CG 20 37 (completed operations).

C. **Business Automobile Liability insurance** which shall be as broad as ISO form CA 00 01 covering bodily injury and property damage with a combined single limit of not less than $1,000,000 per accident for all owned, non-owned, and hired automobiles used in connection with the services or operations to be performed under this Agreement. The policy shall be endorsed to include the Agency, its, directors, officials, officers, employees, agents, and volunteers as additional insureds.

D. **Professional Liability insurance (Errors & Omissions)** with limits of not less than $1,000,000 per claim and $2,000,000 in the aggregate.

E. Subcontractors/Subconsultants. Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by the Agency from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by Agency's representative(s) at any reasonable time.

F. Additional Insurance Requirements.

1. **Acceptability of Insurers**. Unless otherwise reviewed and accepted by the Agency, all required insurance must be placed with insurers with a current A.M. Best rating of not less than A- VII and be admitted to do business in California, or approved by the Surplus Lines Association.

2. **Verification of Coverage**. Contractor shall furnish the Agency with Certificates of Insurance and applicable endorsements effecting coverage required by this Agreement on forms satisfactory to the Agency. The certificates of insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received by the Agency before work commences. Acceptance of Contractor's Certificates of Insurance does not relieve Contractor of the insurance requirements, nor decrease the liability of Contractor under this Agreement. It is Contractor's responsibility to ensure its compliance with these insurance requirements. Any actual or alleged failure on the part of the Agency to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the Agency, in this or any regard.

3. **Primary and Noncontributory**. The insurance required to be maintained by Contractor shall primary and any insurance or self-insurance maintained by the Agency shall be excess only, and not be required to contribute with it.

4. **Umbrella or Excess Insurance**. Any Umbrella or Excess insurance shall also apply on a primary and noncontributory basis for the benefit of the Agency, before the Agency's own primary insurance or self-insurance shall be called upon to protect it as a Named Insured.

5. **Waiver of Subrogation**. Contractor shall obtain waiver of subrogation endorsements stating that Contractor and its insurers waive any and all rights of recovery against the Agency, its directors, officials, officers, employees, agents, and volunteers. Contractor shall pay all damages and costs arising out of Contractor's failure to provide a waiver of subrogation from its insurers.

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

representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

7. **Severability of Interest (Cross Liability).** A severability of interest provision must apply for the additional insureds, ensuring that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policy's(ies') limits.

8. **Notices; Cancellation or Reduction of Coverage**. At least fifteen (15) days prior to the expiration of any policy required to be maintained under this Agreement, evidence showing that such insurance coverage has been renewed or extended shall be filed with the Agency. If such coverage is canceled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the Agency evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Contract does not comply with these specifications or is canceled and not replaced, the Agency may suspend or terminate this Agreement. No policy required to be maintained by Contractor shall be canceled and not replaced with equivalent coverage without thirty (30) days prior written notice to the Agency, unless cancellation is due to the non-payment of premium, in which case, ten (10) days prior written notice shall be provided.

58. **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 Agency.

59. **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 this 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 Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the Agency to recover excessive or illegal payments.

60. **Indemnification.**

The Contractor shall defend, indemnify and hold harmless the Agency 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

ten (10) days after it receives notice thereof, notify the legal counsel and insurer of the Agency by certified mail.

61. **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.

62. **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.

63. **Conditions Beyond Control Of The Parties.**

Neither party will be responsible to the other for damages, loss, injury, or delay caused by conditions that are beyond the reasonable control, and without the intentional misconduct or negligence of that party. Such conditions (each, a "Force Majeure Event") include, but are not limited to: acts of God; epidemics; pandemics; viruses; quarantines; acts of government agencies; strikes; labor disputes; fires; explosions or other casualties; thefts; vandalism; riots or war; acts of terrorism; electrical power outages; interruptions or degradations in telecommunications, computer, or electronic communications systems; changes in Laws; or unavailability of parts, materials or supplies.

Notwithstanding any provision(s) of this Contract, if as a direct or indirect result of any virus, disease, contagion, or any other widespread communicable disease that causes disruption, including but not limited to COVID-19, (individually or together "Epidemic") the Work is delayed, disrupted, suspended, or otherwise impacted by, including, but not limited to (1) disruptions to material and/or equipment supply; (2) illness of the Contractor's workforce and/or unavailability of labor; (3) government quarantines, shelter-in-place orders, closures or other mandates, restrictions and/or directives; (4) Agency restrictions and/or directives; and/or (5) fulfillment of Contractor's contractual or legal health and safety obligations associated with an Epidemic; then the Contractor shall be entitled to an equitable adjustment to the Contract Schedule and duration to account for such disruptions, suspensions, and impacts. To the extent any of the causes identified herein results in an increase in the price of labor, materials, or equipment used in the performance of the Work, Contractor shall be entitled to an equitable adjustment to the Contract Price for such increases, provided Contractor presents documentation of such increases (including the original prices and/or estimates) and evidence of the Contractor's reasonable efforts to find alternative sources of material or equipment supply and/or labor at the original/non-impacted prices and/or estimates.

If a party ("performing party") shall be unable to reasonably perform any of its obligations under this Contract due to a Force Majeure Event (or if Contractor is otherwise unable to perform any of its obligations due to Agency failure to provide Contractor reasonable access to the premises to complete the Work in accordance with the project schedule), performing party's obligations shall be suspended

until the said events shall have ended and, if applicable, an equitable adjustment in the time for performance, price and payment terms, and the Energy Cost and Savings Guarantee shall be made.

64. **Events of Default by Agency.**

a. Each of the following events or conditions shall constitute an "Event of Default" by Agency:

i) any failure by Agency to pay Contractor any sum due for a service and maintenance period of more than 45 days after written notification by Contractor that Agency is delinquent in making payment and provided that Contractor is not in default in its performance under the terms of this Contract; or

ii) any other material failure by Agency to perform or comply with the terms and conditions of this Contract, including breach of any covenant contained herein, provided that such failure continues for 30 days after notice to Agency demanding that such failures to perform be cured or if such cure cannot be effected in 30 days, Agency shall be deemed to have cured default upon the commencement of a cure within 21 days and diligent subsequent completion thereof; or

iii) any representation or warranty furnished by Agency in this Contract which was false or misleading in any material respect when made.

65. **Events of Default by Contractor.**

a. Each of the following events or conditions shall constitute an "Event of Default" by Contractor:

i) the standards of comfort and service set forth in Schedule U (Standards of Comfort) are not provided due to failure of Contractor to properly design, install, maintain, repair or adjust the Equipment except that such failure, if corrected or cured within 30 days after written notice by Agency to Contractor demanding that such failure be cured, shall be deemed cured for purposes of this Contract; or

ii) any representation or warranty furnished by Contractor in this Contract is false or misleading in any material respect when made; or

iii) failure to furnish and install the Equipment and make it ready for use within the time specified by this Contract as set forth in Schedule R (Equipment to be Installed by Contractor) and Schedule S (Construction and Installation Schedule); or

iv) provided that the operation of the facility is not adversely affected and provided that the standards of comfort in Schedule U (Standards of Comfort) are maintained, any failure by Contractor to perform or comply with the terms and conditions of this Contract, including breach of any covenant contained herein except that such failure, if corrected or cured within 90 days after written notice

by the Agency to Contractor demanding that such failure to perform be cured, shall be deemed cured for purposes of this Contract; or

v) any lien or encumbrance upon the equipment by any subcontractor, laborer or material vendor of Contractor; or

vi) the filing of a bankruptcy petition whether by Contractor or its creditors against Contractor which proceeding shall not have been dismissed within 90 days of its filing, or an involuntary assignment for the benefit of all creditors or the liquidation of Contractor; or

vii) failure by the Contractor to pay any amount due the Agency or perform any obligation under the terms of this Contract or the Energy and Cost Savings Guarantee as set forth in Schedule A (Savings Guarantee).

66. **Remedies upon Default by Agency.**

If an Event of Default by Agency occurs, Contractor may, without a waiver of other remedies which exist in law or equity, exercise any remedies available at law or in equity or other appropriate proceedings including bringing an action or actions from time to time for recovery of amounts due and unpaid by Agency, and/or for damages which shall include all costs and expenses reasonably incurred in exercise of its remedy.

67. **Remedies Upon Default by Contractor.**

In the Event of Default by Contractor, Agency may exercise any remedies at law or equity, or institute other proceedings, including, without limitation, bringing an action or actions from time to time for specific performance, and/or for the recovery of amounts due and unpaid and/or for damages, which shall include all costs and expenses reasonably incurred, including attorney's fees.

68. **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 Agency.

69. **Assignment by Contractor.**

The Contractor may, with prior written approval of the Agency, which consent shall not be unreasonably withheld, delegate its duties and performance under this Contract, and/or utilize Contractors, provided that any assignee(s), delegee(s), or Contractor(s) shall fully comply with the terms of this Contract. Notwithstanding the provisions of this paragraph, the Contractor shall remain jointly and severally liable with its assignees(s), or transferee(s) to the Agency for all of its obligations under this Contract.

70. **Assignment by Agency.**

Agency may transfer or assign this Contract and its rights and obligations herein to a successor or purchaser of the Buildings or an interest therein. The Agency shall remain jointly and severally liable with its assignees or transferees to the Contractor for all of its obligations under this Contract.

71. **Representations and Warranties.**

a. Each party warrants and represents to the other that:

i) it has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Contract and perform its obligations hereunder;

ii) its execution, delivery, and performance of this Contract have been duly authorized by, or are in accordance with, its organic instruments, and this Contract has been duly executed and delivered for it by the signatories so authorized, and it constitutes its legal, valid, and binding obligation;

iii) its execution, delivery, and performance of this Contract will not breach or violate, or constitute a default under any Contract, lease or instrument to which it is a party or by which it or its properties may be bound or affected; or

iv) it has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially and adversely affect its ability to perform hereunder.

72. **Additional Representations of the Parties.**

a. Agency hereby warrants, represents and promises that:

i) it has provided or shall provide timely to Contractor, all records relating to energy usage and energy-related maintenance of Project Site(s) requested by Contractor and the information set forth therein is, and all information in other records to be subsequently provided pursuant to this Contract will be true and accurate in all material respects; and

ii) it has not entered into any leases, contracts or Contracts with other persons or entities regarding the leasing of energy efficiency equipment or the provision of energy management services for the Project Site(s) or with regard to servicing any of the energy related equipment located in the Project Site(s). Agency shall provide Contractor with copies of any successor or additional leases of energy efficiency equipment and contracts for management or servicing of preexisting equipment at Project Site(s) which may be executed from time to time hereafter within 14 days after execution thereof.

b. Contractor hereby warrants, represents and promises that before commencing performance of this Contract:

i) it shall have become licensed or otherwise permitted to do business in the State of New Mexico.

ii) it shall have provided proof and documentation of required insurance and bonds pursuant to this Contract;

iii) it shall make available, upon reasonable request, all documents relating to its performance under this Contract, including all contracts and subcontracts entered into;

iv) it shall use qualified subcontractors who are qualified, licensed and bonded in this state to perform the work so subcontracted pursuant to the terms hereof;

v) the Equipment will meet or exceed the provisions set forth in Section 17 (Systems Start Up and Equipment Commissioning) and in Schedule T (Systems Start-Up and Commissioning; Operating Parameters of Installed Equipment;

vi) the Equipment is or will be compatible with all other Project Site(s) mechanical and electrical systems, subsystems, or components with which the Equipment interacts, and that, as installed, neither the Equipment nor such other systems, subsystems, or components will materially adversely affect each other as a direct or indirect result of Equipment installation or operation; and

vii) it is financially solvent, able to pay its debts as they mature and possess sufficient working capital to complete the Work and perform its obligations under this Contract.

73. **Construction Performance and Payment Bonds, Labor and Material Payment Bonds.**

Such executed bonds are incorporated herein by reference as Exhibit I (Performance Bond) and Exhibit II (Labor and Material Payment Bond, if applicable). The Performance and Payment Bonds shall cover Contractor warranty obligations under this Contract but only for a period of one (1) year from the date of substantial completion. All other warranty and maintenance obligations in the Contract shall be excluded from the Performance and Payment Bonds. Further, the Performance and Payment Bonds shall exclude any and all coverage for the Energy Performance, Energy and Cost Savings Guarantees, and Annual Review and Reimbursement/Reconciliation obligations arising under the Contract. The limitation of Performance and Payment Bond liability as provided above shall not amend or limit the warranty and energy savings obligations that may be owed by the Contractor or any manufacturers' warranties required under the Contract.

74. **Further Documents.**

The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Contract.

75. **Methods of Operation by Agency.**

The parties acknowledge and agree that said Energy and Cost Savings would not likely be obtained unless certain procedures and methods of operation designed for energy and water conservation shall be implemented, and followed by the Agency on a regular and continuous basis. Agency's Maintenance Responsibilities.

76. **Agency's Maintenance Responsibilities.**

Agency agrees that it shall adhere to, follow and implement the energy conservation procedures and methods of operation to be set forth on Schedule CC (Agency Maintenance Responsibilities), to be attached hereto and made a part hereof after Agency's approval, such approval not to be unreasonably withheld, conditioned or delayed.

77. **Inspection of Project Site(s).**

Agency agrees that Contractor shall have the right once a month, with prior notice, to inspect Project Site(s) to determine if Agency is complying, and shall have complied with its obligations as set forth in **Section 75 (Agency's Maintenance Responsibilities).** For the purpose of determining Agency's said compliance, the checklist to be set forth at **Schedule DD (Facility Maintenance Checklist)** as completed and recorded by Contractor during its monthly inspections, shall be used to measure and record Agency's said compliance. Agency shall make the Project Site(s) available to Contractor for and during each monthly inspection, and shall have the right to witness each inspection and Contractor's recordation on the checklist. Agency may complete its own checklist at the same time. Contractor agrees to not interfere with the Agency operations during any monthly inspection.

78. **Waiver of Liens.**

Contractor shall obtain and furnish to Agency a Waiver of Liens from each subcontractor, vendor, material manufacturer, supplier and laborer in the supply, installation and servicing of each piece of Equipment.

79. **Conflicts of Interest.**

Conflicts of interest relating to this Contract are strictly prohibited. Except as otherwise expressly provided herein, neither party hereto nor any director, employee or agent of any party hereto shall give to or receive from any director, employee or agent of any other party hereto any gift, entertainment or other favor of significant value, or any commission, fee or rebate in connection with this Contract. Likewise, neither party hereto nor any director, employee or agent of either party hereto, shall without prior notification thereof to the other party enter into any business relationship with any director, employee or agent of the other party or of any affiliate of the other party, unless such person is acting for and on behalf of the other party or any such affiliate. A party shall promptly notify the other party of any violation of this section and any consideration received as a result of such violation shall be paid over or credited to the party against whom it was charged. Any representative of any party, authorized by that party, may audit the records of the other party related to this Contract, upon reasonable notice and during regular business hours including the expense records of the party's employees involved in this Contract, upon reasonable notice and during regular business hours, for the sole purpose of determining whether there has been compliance with this section.

80. **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 Agency:
Jarel LaPan Hill
City Manager
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87504
(505) 955-6848
jlapanhill@santafenm.gov

To the Contractor:
Colby Geer
President or Successor
Yearout Energy Services Company
8501 Washington St NE
Albuquerque, NM 87113
(505) 991-7711
colby.geer@yearoutenergy.com

81. **Non-Substitution.**

In the event of a termination of this contract due to the non-appropriation of funds or in the event this Contract is terminated by Contractor due to a default by the Agency, the Agency agrees, to the extent permitted by state law, not to purchase, lease, rent, borrow, seek appropriations for, acquire or otherwise receive the benefits of any of the same and unique services performed by Contractor under the terms of this Contract for a period of three-hundred sixty five (365) calendar days following such default by Agency, or termination of this Contract due to non-appropriations.

82. **New Mexico Tort Claims Act**

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

83. **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.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date of signatures below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE: _____

CONTRACTOR:

_____
COLBY GEER, PRESIDENT
Yearout Energy Services Company, LLC
DATE: 2/4/2021
CRS# 03260362-00-2
Registration # 224758

ATTEST:

_____
KRISTINE BUSTOS-MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Feb 4, 2021 07:58 MST)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

Project Code: FA183200I, Org: 3209980, Object: 572960

APPROVED FOR BUCKMAN DIRECT DIVERSION:

_____
JOANNE VIGIL COPPLER, BDD BOARD CHAIR

CONTRACT ATTACHMENT I: Schedules, Exhibits, and Appendices

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Savings Guarantee Schedules

Schedule A. Savings Guarantee Schedule

The following table depicts the calculated estimated savings for each measure prior to applying a guarantee factor.

ANNUAL UTILITY SAVINGS (BEFORE GUARANTEE FACTOR)

Measure No.	Measure Name	GF	Electricity		Natural Gas	Water
			kW	kWh	therm	kgal
1.00	LED Lighting	90%	3,559	2,578,138	(4,089)	0
2.00	Renewable Energy	90%	0	4,816,946	0	0
3.00	Water Conservation	90%	0	0	6,509	2,230
4.00	Building Envelope	90%	0	2,060	30,140	0
5.00	HE Transformers	90%	70	134,830	0	0
6.00	Utility Management	100%	0	0	0	0
7.00	GCCC Solar Carport Repairs	90%	0	529,737	0	0
8.00	Roof Replacement	N/A	0	0	0	0
Total			3,629	8,061,710	32,560	2,230

A measure specific guarantee factor is applied to the calculated estimated savings to determine the guaranteed savings for each measure. The applied guarantee factor is dependent on the measure type, methodology for calculating savings, understanding of the facility, experience implementing similar measures, and the level of risk acceptable to meet the Agency's financial objectives for the project.

Where the estimated savings are positive, the guarantee factor is applied as follows:

[Guaranteed Savings = Estimated Savings * Guarantee Factor]

Where the Estimated Savings are a negative value, the Guarantee Factor is applied as follows:

[Guaranteed Savings = Estimated Savings * (1 + (1 – Guarantee Factor))]

The following table depicts the guarantee factor applied to each measure and the resultant guaranteed savings.

GUARANTEED ANNUAL UTILITY SAVINGS (AFTER GUARANTEE FACTOR)

Measure No.	Measure Name	GF	Electricity		Natural Gas	Water
			kW	kWh	therm	kgal
1.00	LED Lighting	90%	3,203	2,320,324	(4,498)	0
2.00	Renewable Energy	90%	0	4,335,251	0	0
3.00	Water Conservation	90%	0	0	5,858	2,007
4.00	Building Envelope	90%	0	1,854	27,126	0
5.00	HE Transformers	90%	63	121,347	0	0
6.00	Utility Management	100%	0	0	0	0
7.00	GCCC Solar Carport Repairs	90%	0	476,763	0	0
8.00	Roof Replacement	N/A	0	0	0	0
Total			3,266	7,255,538	28,486	2,007

Guarantee Accounting

Contractor shall prepare an annual reconciliation statement within ninety (90) calendar days of the last day of each Performance Guarantee Period to determine whether Realized Annual Savings for such Performance Guarantee Period resulted in an Excess Savings or a Savings Shortfall by comparing the Annual Guaranteed Savings and the Realized Annual Savings.

All operational, maintenance, and energy costs avoided by the Agency from any steps taken by

Contractor will be included in the Realized Annual Savings for each year. If, during the Construction Period, additional measures are identified and implemented that generate additional energy, maintenance, and operational savings, these savings may be included in the Realized Annual Savings after the Performance Commencement Date. In addition, any refunds collected, including but not limited to refunds from utility companies or maintenance Contractors after the Performance Commencement Date will be added to total savings.

If Contractor can correct a shortfall through operational improvement at no expense to the Agency and with no future operational expenses or negative impact on the operations of the Agency, and the Agency declines to allow such operational improvement without reasonable cause, then any future shortfall the improvement would have corrected will be deemed met and added to the savings on an annual basis. Should the Accumulated Realized Savings at the end of the Annual Period be less than the Accumulated Guaranteed Savings, Contractor shall pay the Agency the Savings Shortfall within sixty (60) days following the completion of the annual reconciliation for such Annual Period.

Guarantee Limits

The payments and credits based on Savings Shortfalls, if any, are the sole remedy of Agency for this Performance Guarantee. Any payments made or to be made to the Agency under the terms of this Performance Guarantee shall not exceed the payments actually made by Agency to Contractor for the Contract Sum.

Schedule B. Baseline Energy Consumption; Methodology to Adjust Baseline

B.1. Baseline Energy Consumption

Refer to **Section 3 of Appendix D – Investment Grade Audit (IGA) Report** for baseline utility consumption and cost information.

B.2 Methodology to Adjust Baseline.

Periodically (at least on an annual basis), the baseline will be adjusted to account for the prevailing conditions during the measurement period. Adjustments made to the energy baseline shall be made for any of the following changes in conditions affecting the facility:

- **Weather:** Adjustments for actual weather conditions during the performance period will be normalized against the established baseline. These changes will be accounted for by adjusting the applicable baseline and proposed variables in the energy calculations developed during the IGA.
- **Occupancy / Population:** Refer to Schedule Q for baseline population information. Significant changes to the facility's occupancy / population will be normalized against the established baseline. These changes will be accounted for by adjusting the applicable baseline and proposed variables in the energy model developed during the IGA.
- **Floor Area:** Refer to Schedule Q for baseline facility information. Significant changes to the facility's floor area will be normalized against the established baseline. These changes will be accounted for by adjusting the applicable baseline and proposed variables in the energy model developed during the IGA.
- **Space Type(s):** Refer to Schedule Q for baseline facility information. Significant changes to the facility's space types will be normalized against the established baseline. These changes will be accounted for by adjusting the applicable baseline and proposed variables in the energy model developed during the IGA.

- **Operational Schedule:** Refer to Schedule Q for baseline facility information. Significant changes to the facility's operational schedule will be normalized against the established baseline. These changes will be accounted for by adjusting the applicable baseline and proposed variables in the energy model developed during the IGA.
- **Temperatures Set Points:** Refer to Schedule U for proposed Standards of Comfort. Any changes to the values will be normalized against the established baseline. These changes will be accounted for by adjusting the applicable baseline and proposed variables in the energy model developed during the IGA.
- **Equipment & Materials Change(s):** Refer to existing equipment schedule and proposed equipment retrofits/replacement. Any changes to the facility's equipment will be normalized against the established baseline. These changes will be accounted for by adjusting the applicable baseline and proposed variables in the energy model developed during the IGA.
- **Rate Escalation:** The approved annual escalation rates are as follows:

RATE ESCALATION SUMMARY

Electricity	3.600% / Year
Natural Gas	4.000% / Year
Water/Sewer	3.000% / Year
Operations & Maintenance	3.000% / Year

Schedule C. Savings Measurement and Verification Plan; Post-Retrofit M&V Plan; Annual M&V Reporting Requirements

C.1 Savings Measurement and Verification Plan.

RISK, RESPONSIBILITY AND PERFORMANCE MATRIX

RESPONSIBILITY/DESCRIPTION	CONTRACTOR PROPOSED APPROACH
1. Financial	
a. Interest rates: Neither the Contractor nor the Agency has significant control over prevailing interest rates. Higher interest rates will increase project cost, financing/project term, or both. The timing of the Contract signing may impact the available interest rate and project cost.	At the time of Contract, an estimated interest rate of 2.250% was carried in the preliminary project proforma. The Agency will work directly with its financial advisor to secure funding for the project.
b. Construction costs: The Contractor is responsible for determining construction costs and defining a budget. In a fixed-price	During the Design/Pre-Construction phase, if determined that the cost to implement any individual measure is 10% or greater than the

design/build contract, the Agency assumes little responsibility for cost overruns. However, if construction estimates are significantly greater than originally assumed, the Contractor may find that the project or measure is no longer viable and drop it before the Contract award. In any design/build contract, the Agency loses some design control.	amount budgeted at the time of Contract, Contractor will notify the Agency and either submit a change order to the project scope or eliminate the measure altogether.
c. M&V confidence: The Agency assumes the responsibility to determine the confidence that it desires to have in the M&V program and energy savings determinations. The desired confidence will be reflected in the resources required for the M&V program, and the Contractor must consider the requirement prior to submission of the final proposal.	Refer to the M&V Plan provided herein.
d. Energy Related Cost Savings: The Agency and the Contractor may agree that the project will include savings from *recurring* and/or *one-time* costs. This may include one-time savings from avoided expenditures for projects that were appropriated but will no longer be necessary. Including one-time cost savings before the money has been appropriated may involve some risk to the Agency. Recurring savings generally result from reduced O&M expenses or reduced water consumption. These O&M and water savings must be based on actual spending reductions.	Limited historic records were available during the IGA to support significant operations and maintenance (O&M) savings. Therefore, the Contractor is proposing a conservative annual O&M savings as detailed in the IGA Report.
e. Delays: Both the Contractor and the Agency can cause delays. Failure to implement a viable project in a timely manner costs the Agency in the form of lost savings, and can add cost to the project (e.g., construction interest, re-mobilization).	Refer to Schedule S – Construction and Installation Schedule Any delays will be clearly communicated to the Agency and added to the overall project schedule if necessary.
f. Major changes in facility: The Agency controls major changes in facility use, including closure.	The Agency agrees to immediately notify the Contractor of any major changes to the facility. An appropriate course of action will then be determined based on the severity of the change, and impact to the project scope and guarantee.

	These changes may require adjustment to the energy calculations developed during the IGA.

RESPONSIBILITY/DESCRIPTION	Contractor PROPOSED APPROACH
2. Operational	
a. Operating hours: The Agency generally has control over operating hours. Increases and decreases in operating hours can show up as increases or decreases in "savings" depending on the M&V method (e.g., operating hours multiplied by improved efficiency of equipment vs. whole-building/utility bill analysis).	The Agency agrees to immediately notify the Contractor of any major changes to the operating hours of the facility. An appropriate course of action will then be determined based on the severity of the change, and impact to the project scope and guarantee. Operating hours are stipulated, and any changes will require adjustment to the energy calculations developed during the IGA.
b. Load: Equipment loads can change over time. The Agency generally has control over hours of operation, conditioned floor area, intensity of use (e.g., changes in occupancy or level of automation). Changes in load can show up as increases or decreases in "savings" depending on the M&V method.	The Agency agrees to immediately notify the Contractor of any major changes to the equipment loads of the facility. An appropriate course of action will then be determined based on the severity of the change, and impact to the project scope and guarantee. Equipment loads are stipulated, and any changes will require adjustment to the energy calculations developed during the IGA.
c. Weather: A number of energy efficiency measures are affected by weather. Neither the Contractor nor the Agency has control over the weather. Should the Agency agree to accept risk for weather fluctuations, it shall be contingent upon aggregate payments not exceeding aggregate savings.	Significant variations in weather will require adjustment to the energy calculations developed during the IGA.
d. User participation: Many facility improvement measures require user participation to generate savings (e.g., control settings). The savings can be variable, and the Contractor may be unwilling to invest in these measures.	The Agency agrees to maintain the proposed HVAC setpoints and sequences of operation proposed as part of this project. Any changes to these variables must be immediately reported to the Contractor in writing. If 5% or more of the conditioned space area deviates from the above proposed space temperature set points, the Contractor shall calculate the impact to the guaranteed savings and apply adjustments accordingly.

RESPONSIBILITY/DESCRIPTION	Contractor PROPOSED APPROACH
3. Performance	
a. Equipment performance: The Contractor has control over the selection of equipment and is responsible for its proper installation, commissioning, and performance. The Contractor has responsibility to demonstrate that the new improvements meet expected performance levels including specified equipment capacity, standards of service, and efficiency.	Contractor is responsible for the proper installation, commissioning, and initial verified performance of the installed equipment (Post-Installation of 1st year of operation). The Agency agrees to thereafter properly document and maintain the new equipment per the manufacturer's and Contractor's recommendations. Failure by the Agency to properly maintain the equipment will void the long-term performance guarantee.
b. Operations: Performance of the day-to-day operations activities is negotiable and can impact performance. However, the Contractor bears the ultimate risk regardless of which party performs the activity.	The Agency will be responsible for the operation of the equipment and agrees to immediately notify the Contractor of any major changes to the operation. An appropriate course of action will then be determined based on the severity of the change, and impact to the project scope and guarantee.
c. Preventive Maintenance: Performance of day-to-day maintenance activities is negotiable and can impact performance. However, the Contractor bears the ultimate risk regardless of which party performs the activity.	Contractor is responsible for the proper installation, commissioning and initial verified performance of the installed equipment (Post-Installation of 1st year of operation). The Agency agrees to thereafter properly document and maintain the new equipment per the manufacturer's and Contractor's recommendations. Failure by the Agency to properly maintain the equipment will void the long-term performance guarantee.
d. Equipment Repair and Replacement: Performance of day-to-day repair and replacement of Contractor-installed equipment is negotiable; however, it is often tied to project performance. The Contractor bears the ultimate risk regardless of which party performs the activity.	Contractor will provide an industry standard 1-Year materials and workmanship warranty on all new work. Any material warranties that extend beyond the standard 1-Year period will be transferred to the Agency upon project closeout. The Agency will be responsible for the repair and replacement of all installed equipment following the standard 1-Year warranty period.

M&V PLAN AND SAVINGS CALCULATION METHODS OUTLINE

PROPOSED ANNUAL SAVINGS OVERVIEW

Measure No.	Measure Name	Electricity		Natural Gas	Water	All Utilities	O&M	Total
		kW	On-Peak kWh	therm	kgal	$	$	$
1.00	LED Lighting	3,203	1,244,780	(4,498)	0	$217,056	$21,761	$238,818
2.00	Renewable Energy	0	3,199,669	0	0	$473,609	$0	$473,609
3.00	Water Conservation	0	0	5,858	2,007	$14,404	$1,135	$15,539
4.00	Building Envelope	0	1,091	27,126	0	$10,477	$1,572	$12,048
5.00	HE Transformers	63	45,009	0	0	$9,567	$1,435	$11,002
6.00	Utility Management	0	0	0	0	$1,821	$0	$1,821
7.00	GCCC Solar Carport Repairs	0	351,158	0	0	$25,204	$0	$25,204
8.00	Roof Replacement	0	0	0	0	$0	$1,740	$1,740
Total		3,266	4,841,707	28,486	2,007	$752,137	$27,643	$779,780

Conversion Factors
Electric (MMBtu) = kWh * 0.003412
Natural Gas (MMBtu) = therm * 0.1
Propane (MMBtu) = gallon * 0.092

SITE USE AND SAVINGS OVERVIEW

	Total Energy	Electricity		Natural Gas
	MMBtu	kW	On- Peak kWh	therm
Total Proposed Savings	19,369	3,266	4,841,707	28,486
Usage for Entire Site	234,840	27,570	46,631,822	757,327
% of Total Site Usage Saved	8.25%	11.85%	10.38%	3.76%
Project Area (ft^2)	1,023,900			

Total Site Area (ft^2)	1,023,900
% of Total Site Area Affected	100.00%

Guarantee Types

There are five options to measure and verify savings:

Option A – Partially Measured Retrofit Isolation
Option B – Retrofit Isolation
Option C – Whole Facility Energy Use
Option D – Calibrated Simulation
Option E – Non-Measured

Option A – Partially Measured Retrofit Isolation

Option A is a retrofit isolation approach designed for projects in which the potential to generate savings must be verified, but the actual savings can be determined from short-term data collection, engineering calculations, and non-measured factors. Post-installation energy use, equipment performance, and usage are NOT measured throughout the term of the CONTRACT. Post-installation and baseline energy use is estimated using an engineering analysis of information that does not involve long-term measurements.

The intent of Option A is to verify performance through pre- and post-retrofit measurements. Usage factors can be measured or deemed based upon engineering estimates, operating schedules, operator logs, typical weather data, or other documented information sources. Post-retrofit measurements are made only once. Thereafter, inspections verify that the 'potential to perform' exists. As long as the 'potential to perform' is verified, the savings are as originally claimed and do not vary over the CONTRACT term.

Option B – Retrofit Isolation

Option B is a retrofit isolation or system level approach and requires continuous measurement to provide long-term verification of the savings. This method is intended for retrofits with performance factors and operational factors that can be measured at the component or system level and where long-term performance needs to be verified. Option B is similar to Option A but uses periodic or continuous metering. Short-term periodic measurements can be used when variations in the measured factor are small. Continuous monitoring information can be used to improve or optimize the operation of the equipment over time, thereby improving the performance of the retrofit.

The intent of Option B is to verify performance periodically or continuously with long-term measurements. Usage factors may be pre-determined as in Option A or measured continuously.

Option C – Whole Facility Energy Use

Option C is a whole-building verification method. Savings are based on actual energy consumption as measured by the utility meter(s) and/or regression modeling. Estimated savings will vary over the CONTRACT term.

Option C verification methods determine savings by studying overall energy use in a facility. The evaluation of whole-building or facility-level metered data is completed using techniques ranging from simple billing comparison to multivariate regression analysis. Regression analysis can be used to account for weather and other factors to adjust the baseline and determine savings.

Option C is an appropriate and cost-effective method ONLY if facility operation is stable and savings are expected to exceed 20% of total energy consumption. However, Option C cannot verify the performance of individual measures but can verify the total performance of all measures including interactions Option C methods are appropriate for projects whose measures have a high degree of interaction that would be difficult to predict, when overall energy savings are very large, or when dedicated utility meters are available for retrofitted equipment or systems.

Option D – Calibrated Simulation

Option D is primarily a whole-building method but can be used at the component level. Savings are based on the results of a calibrated computer simulation model. Estimated savings may vary over the CONTRACT term if real weather data is used.

Option D uses calibrated computer simulation models of component or whole-building energy consumption to determine energy savings. Linking simulation inputs to baseline and post-installation conditions completes the calibration and may involve metering performance and operating factors before and after the retrofit. Specialized software packages, such as DOE-2 or e-Quest, are used in Option D and the development of accurate building models requires substantial time and expertise.

Option D methods are appropriate for complex projects where complex system interactions need to be tracked. Due to the expense of properly conducting Option D, suitable projects should have substantial cost savings or major building renovations such as window replacements and building insulation.

Non-Measured

The Non-Measured option is appropriate on measures where no utility and/or operational savings are proposed, or when variables that are known and agreed upon by the Agency and the Contractor in advance, that are used in a calculation or simulated analysis that will pre-determine the outcome. Based on the established analytical methodology the savings will be achieved upon completion of installation and commissioning of the measure and no further measurements or calculations will need to be performed.

M&V PLAN SUMMARY

Measure No.	Measure Name	M&V Option
1.00	LED Lighting	Option A – Retrofit Isolation
2.00	Renewable Energy	Option B – Retrofit Isolation
3.00	Water Conservation	Option A – Retrofit Isolation
4.00	Building Envelope	Option A – Retrofit Isolation
5.00	HE Transformers	Option A – Retrofit Isolation
6.00	Utility Management	Non-Measured (No Savings Proposed)
7.00	GCCC Solar Carport Repairs	Option B – Retrofit Isolation
8.00	Roof Replacement	Non-Measured (No Savings Proposed)

SCHEDULE OF VERIFICATION REPORTING ACTIVITIES

Item	Time of Submission	Agency's Review and Acceptance Period
Post-Installation M&V Report	60 to 90 Days After Acceptance	30 Days
Annual M&V Report	60 to 90 Days After Annual Performance Period	30 Days

MEASURE SPECIFIC M&V PLAN AND SAVINGS CALCULATION METHODS

Refer to Appendix D – Investment Grade Audit (IGA) Report for a measure specific measurement and verification (M&V) plan.

Refer to Appendix D – Investment Grade Audit (IGA) Report for measure specific Savings Calculation Methods.

C.2 Post-Retrofit M&V Plan.

A Post-Installation M&V Report that aligns with industry best practices will be provided following project acceptance per the table above, and will include the following:

- Proposed Annual Savings Overview
- Expected Savings Overview for First Performance Year
- Impact to Energy Cost Savings from Changes between Final Proposal and As-Built Conditions per Measure

- Expected Year 1 Savings per Measure

C.3 Annual M&V Reporting Requirements

An Annual M&V Report that aligns with industry best practices will be provided at the end of each performance period per the table above, and will include the following:

- Annual Report Overview
- Proposed Annual Savings Overview
- Verified Savings Overview for Performance Year
- Verified Savings for Performance Period to Date
- Verified Annual Savings per measure for Performance Year

Schedule D. Operations and Maintenance (O&M) Savings

Refer to Appendix D – Investment Grade Audit (IGA) Report for measure specific Operations and Maintenance (O&M) Savings.

Schedule E. (NOT USED)
Schedule F. (NOT USED)
Schedule G. (NOT USED)

Payments Schedules

Schedule H. Final Project Cost & Project Cash Flow Analysis

PROJECT COST SUMMARY

FIM No.	FIM Name	Year 1 Annual Utility Savings	Year 1 Annual O&M Savings	Year 1 Total Annual Savings	Labor, Equip & Material Costs	Estimated Utility Rebate	Net Cost
1.00	LED Lighting	$217,056	$21,761	$238,818	$2,222,158	$192,032	$2,030,126
2.00	Renewable Energy	$473,609	$0	$473,609	$7,167,913	$0	$7,167,913
3.00	Water Conservation	$14,404	$1,135	$15,539	$173,807	$21,450	$152,357
4.00	Building Envelope	$10,477	$1,572	$12,048	$206,170	$0	$206,170
5.00	HE Transformers	$9,567	$1,435	$11,002	$199,171	$7,766	$191,405
6.00	Utility Management	$1,821	$0	$1,821	$0	$1,516	($1,516)
7.00	GCCC Solar Carport Repairs	$25,204	$0	$25,204	$155,730	$7,628	$148,102
8.00	Roof Replacement	$0	$1,740	$1,740	$199,918	$0	$199,918
Total		$752,137	$27,643	$779,780	$10,324,867	$230,392	$10,094,474

Investment Grade Audit	$104,650
Pre-Construction Cost	$800,876
Construction Cost (Includes FIM Labor, Equipment and Materials Cost)	$11,655,884
Profit	$1,256,141
Contingency	$282,632
Total Funded Amount (Before Taxes and State Fees)	$14,100,183
Gross Receipts Tax	$141,002
State Review Fee	$1,201,600
Total Funded Amount	$15,442,785

PROJECT CASH FLOW ANALYSIS

This preliminary cash flow is for reference only. A final cash flow will be provided by the lender or Agency's Municipal Advisor.

	Total Annual Savings Less Costs	Interest	Principal	Total Payment	Ending Balance	Annual Cash Flow
Year 1	$666,797	($321,308)	($345,490)	($666,796)	$13,934,857	$1
Year 2	$692,461	($313,534)	($378,927)	($692,460)	$13,555,930	$1
Year 3	$719,065	($305,008)	($414,057)	($719,064)	$13,141,873	$1
Year 4	$820,553	($295,692)	($524,861)	($820,552)	$12,617,012	$1
Year 5	$850,990	($283,883)	($567,107)	($850,989)	$12,049,905	$1
Year 6	$882,520	($271,123)	($611,397)	($882,519)	$11,438,508	$1
Year 7	$915,182	($257,366)	($657,816)	($915,181)	$10,780,692	$1
Year 8	$949,017	($242,566)	($706,452)	($949,016)	$10,074,240	$1
Year 9	$984,068	($226,670)	($757,397)	($984,067)	$9,316,843	$1
Year 10	$1,020,377	($209,629)	($810,748)	($1,020,376)	$8,506,095	$1
Year 11	$1,057,991	($191,387)	($866,604)	($1,057,990)	$7,639,491	$1
Year 12	$1,096,956	($171,889)	($925,067)	($1,096,955)	$6,714,424	$1
Year 13	$1,137,320	($151,075)	($986,246)	($1,137,319)	$5,728,178	$1
Year 14	$1,179,135	($128,884)	($1,050,251)	($1,179,134)	$4,677,927	$1
Year 15	$1,222,452	($105,253)	($1,117,198)	($1,222,451)	$3,560,729	$1
Year 16	$1,267,324	($80,116)	($1,187,208)	($1,267,323)	$2,373,520	$1
Year 17	$1,313,809	($53,404)	($1,260,405)	($1,313,808)	$1,113,115	$1
Year 18	$1,361,965	($25,045)	($1,113,115)	($1,138,159)	$0	$223,805
Year 19	$1,411,850	$0	$0	$0	$0	$1,411,850
Year 20	$1,463,527	$0	$0	$0	$0	$1,463,527
Year 21	$1,517,062	$0	$0	$0	$0	$1,517,062
Year 22	$1,572,519	$0	$0	$0	$0	$1,572,519
Year 23	$1,629,970	$0	$0	$0	$0	$1,629,970
Year 24	$1,689,485	$0	$0	$0	$0	$1,689,485
Year 25	$1,751,139	$0	$0	$0	$0	$1,751,139
Total	$29,173,536	($3,633,833)	($14,280,347)	($17,914,162)	----------	$11,259,374

Schedule I. Financing Agreement and Payment Schedule

FINANCING AGREEMENT

Due to federal regulations, the terms of the final financing agreement are negotiated directly between the Agency and their financial advisor and/or financial lending Agency. The Contractor is excluded from participation in these negotiations.

PROPOSED BILLING SCHEDULE

The following Proposed Billing Schedule demonstrates the billing schedule anticipated for the project based on project milestones and completion targets for installation of the Work as defined in this Contract. Payment terms are net 30 days from receipt of invoice. This billing schedule is based on timeline milestones, and the actual billing schedule may differ based on individual measures' commencement and completion dates.

The following Proposed Billing Schedule is based on an anticipated Contract award by January 29, 2021.

PROPOSED BILLING SCHEDULE

FIM No.	FIM Name	Contract Amount	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep
1.00	LED Lighting	$2,222,158		$44,443	$44,443	$888,863	$166,662	$166,662	$166,662	$16
2.00	Renewable Energy	$7,167,913		$143,358	$143,358	$3,583,956	$358,396	$358,396	$358,396	$35
3.00	Water Conservation	$173,807				$28,968	$28,968	$28,968	$28,968	$2
4.00	Building Envelope	$206,170				$34,362	$34,362	$34,362	$34,362	$3
5.00	HE Transformers	$199,171				$66,390	$66,390	$66,390		
6.00	Utility Management	$0								
7.00	GCCC Solar Carport Repairs	$155,730				$77,865	$77,865			
8.00	Roof Replacement	$199,918				$99,959	$99,959			
Investment Grade Audit (IGA)										
Investment Grade Audit (IGA) Cost		$104,650	$104,650							
Pre-Construction Costs										
Design and Other Engineering		$279,734	$195,814	$55,947	$27,973					
Pre-Construction Services		$329,737	$109,912	$109,912	$109,912					
Other Pre-Construction Costs		$191,405	$63,802	$63,802	$63,802					
Construction Costs										
Construction Management		$346,196				$28,850	$28,850	$28,850	$28,850	$2
Project Engineering		$93,582				$7,799	$7,799	$7,799	$7,799	$
General Conditions		$238,266				$19,856	$19,856	$19,856	$19,856	$1
Construction Completion		$175,283								
Other Construction Costs		$477,690				$39,807	$39,807	$39,807	$39,807	$3
Profit | Contingency										
Profit		$1,256,141	$47,418	$41,746	$38,949	$487,667	$92,891	$75,109	$68,470	$6
Contingency		$282,632	$10,669	$10,669	$9,393	$8,764	$109,725	$20,901	$16,899	$1
Other Project Cost										
State Review Fees		$141,002	$141,002							
Gross Receipts Tax		$1,201,600	$56,807	$39,538	$36,889	$461,874	$87,978	$71,136	$64,848	$6
Total Billing		$15,442,785	$730,073	$508,140	$474,090	$5,935,942	$1,130,682	$914,233	$833,422	$83

Schedule J. Compensation to Contractor for Annual Services

MEASUREMENT AND VERIFICATION FEE

The Year-1 M&V Fee is $68,632. The M&V Fee will be billed quarterly and will escalate at a rate of 2.500% annually for the duration of the project as depicted in the table below. The Agency shall be responsible for payment of the annual M&V Fee, as these ongoing costs are considered annual fees, and cannot be financed up front.

ANNUAL M&V FEE SUMMARY

Year	M&V Fee	Year	M&V Fee
1	$68,632	10	$85,712
2	$70,348	11	$87,855
3	$72,106	12	$90,051
4	$73,909	13	$92,302
5	$75,757	14	$94,610
6	$77,651	15	$96,975
7	$79,592	16	$99,400
8	$81,582	17	$101,885
9	$83,621	18	$104,432

Failure by the Agency to issue payment to the Contractor for annual M&V Services within the parameters detailed herein will result in the termination of the Guarantee and annual M&V reporting requirements for the remainder of the performance period. Refer to the **APPENDIX E - Sample Annual M&V Agreement.**

Schedule K. Rebates, Incentives and Grants

UTILITY REBATES

Contractor shall coordinate with utility providers and submit required documentation during the implementation period. Utility rebates are estimated and subject to availability and final award by the utility provider. Rebates are not guaranteed by the Contractor, as these programs are at the discretion of the utility company. All awarded rebates will be paid directly to the Agency by the utility provider.

Refer to **Appendix D – Investment Grade Audit (IGA) Report** for estimated utility rebates per measure.

Schedule L. **(NOT USED)**
Schedule M. **(NOT USED)**
Schedule N. **(NOT USED)**
Schedule O. **(NOT USED)**
Schedule P. **(NOT USED)**

Design, Audit and Construction Phase Schedules

Schedule Q. Description of Project Site(s)

Refer to **Appendix D – Investment Grade Audit (IGA) Report** for a description of the project site(s) and existing equipment.

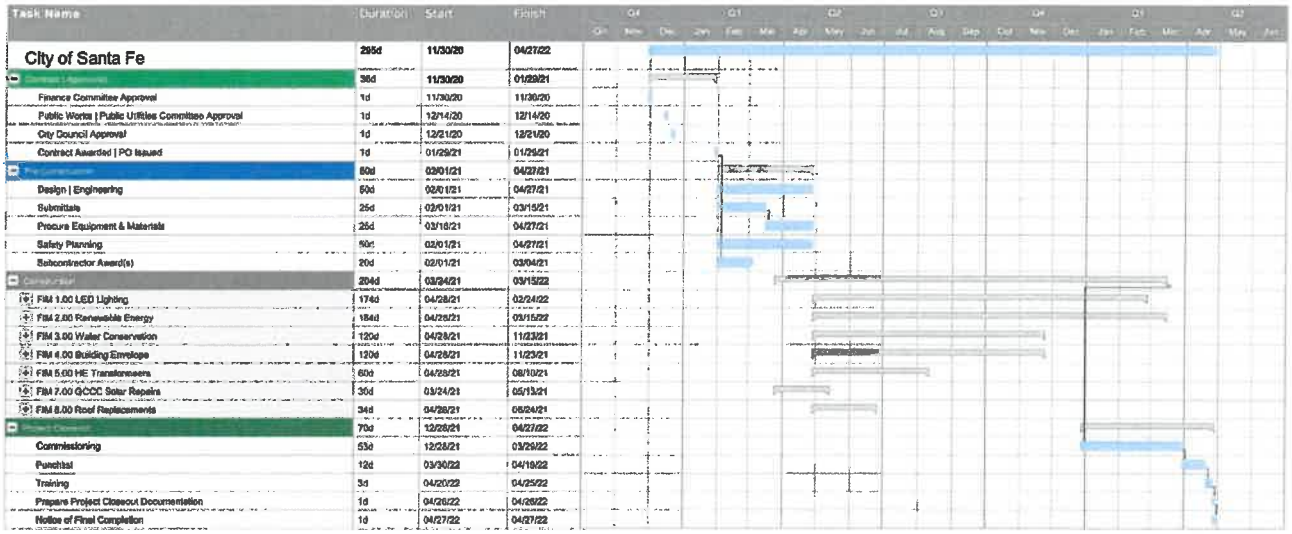
Schedule R. Equipment to be Installed by Contractor

Refer to **Appendix D – Investment Grade Audit (IGA) Report** for a measure specific scope of work and description of equipment to be installed.

Schedule S. Construction and Installation Schedule

Contractor anticipates a 15-Month overall construction period from the time of Contract. A detailed construction schedule will be co-developed with the Agency following the Contract award. The parties may amend the contract amount and schedule due to any delays related to the required approvals of interconnection documents and land acquisition.

COSF Preliminary Construction Schedule



Task Name	Duration	Start	Finish
City of Santa Fe	295d	11/30/20	04/27/22
[redacted]	36d	11/30/20	01/29/21
Finance Committee Approval	1d	11/30/20	11/30/20
Public Works / Public Utilities Committee Approval	1d	12/14/20	12/14/20
City Council Approval	1d	12/21/20	12/21/20
Contract Awarded / PO Issued	1d	01/29/21	01/29/21
[redacted]	60d	02/01/21	04/27/21
Design / Engineering	60d	02/01/21	04/27/21
Submittals	25d	02/01/21	03/15/21
Procure Equipment & Materials	25d	03/18/21	04/27/21
Safety Planning	60d	02/01/21	04/27/21
Subcontractor Award(s)	20d	02/01/21	03/04/21
[redacted]	204d	03/24/21	03/15/22
FIM 1.00 LED Lighting	174d	04/28/21	02/24/22
FIM 2.00 Renewable Energy	184d	04/28/21	03/15/22
FIM 3.00 Water Conservation	120d	04/28/21	11/23/21
FIM 4.00 Building Envelope	120d	04/28/21	11/23/21
FIM 5.00 HE Transformers	60d	04/28/21	08/10/21
FIM 7.00 GCDC Solar Repairs	30d	03/24/21	05/13/21
FIM 8.00 Roof Replacements	34d	04/28/21	06/24/21
[redacted]	70d	12/28/21	04/27/22
Commissioning	53d	12/28/21	03/29/22
Punchlist	12d	03/30/22	04/19/22
Training	5d	04/20/22	04/25/22
Prepare Project Closeout Documentation	1d	04/26/22	04/26/22
Notice of Final Completion	1d	04/27/22	04/27/22

Schedule T. Systems Start-up and Commissioning of Equipment; Operating Parameters of Installed Equipment

A preliminary commissioning plan per measures is provided in **Appendix D – Investment Grade Audit Report** and is intended to serve as the outline from which the final commissioning plan will be developed during the pre-construction / design phase. The final commissioning plan will be primarily focused on validating the proposed equipment and implemented strategies in accordance with the savings methodology associated with each measure.

- Develop and issue construction phase commissioning plan
- Review equipment submittals to validate the specified performance criteria is in alignment with the proposed savings methodology
- Review sequences of operation and controls strategies to validate alignment with proposed savings methodology
- Review manufacturer's startup documentation
- Develop equipment Prefunctional Checklists (PFCs)
- Develop and conduct Functional Performance Testing (FPT) procedures on equipment and sequences of operation to ensure proper operation
- Create and maintain a commissioning issues log
- Establish trends as required to validate system operation
- Coordinate Owner participation as required during commissioning and equipment startup efforts
- Participate in staff training activities

Schedule U. Standards of Comfort

GENERAL

While optimizing energy consumption and costs are central to the project's success, maintaining an acceptable level of building occupant comfort is equally important. The following standards of comfort are therefore established to ensure comfortable indoor space conditions are maintained post-retrofit.

INTERIOR LIGHTING

Interior light levels shall comply with the current recommendations, at the time the Contract becomes effective, by the Illuminating Engineering Society of North America (IESNA)

SPACE HEATING AND COOLING

The proposed design shall comply with the current editions, at the time the Contract becomes effective, of ASHRAE Standards 55, 62 and 90.1.

SPACE TEMPERATURE SET POINTS:

The Agency agrees to maintain the following indoor space temperature set points:

Classroom and Office Areas

- Cooling Occupied Set Point: 74 °F (+/- 1 °F)
- Cooling Unoccupied Set Point: 82 °F
- Heating Occupied Set Point: 70 °F (+/- 1 °F)
- Heating Unoccupied Set Point: 62 °F

Unoccupied periods include, but are not limited to:

- Scheduled shutdowns
- Holidays
- All time outside of normal business hours

Cooling standards of comfort do not apply to areas that have evaporative or no cooling.

If 5% or more of the conditioned space area deviates from the above proposed space temperature set points, the Contractor shall calculate the impact to the guaranteed savings and apply adjustments accordingly. Data logging devices may be used to confirm actual space temperatures in place of trended data from the building automation system.

VENTILATION

Minimum ventilation rates shall comply with ASHRAE 62.1 guidelines that are current when the Contract takes effect.

DOMESTIC HOT WATER (DHW)

The Agency agrees to maintain the following domestic hot water supply temperature set points:

- Domestic Fixtures Set Point: 120 °F

Swimming Pool

The Agency agrees to maintain the following domestic hot water supply temperature set points:

- Water Temperature Set Point: 82 °F
- Space temperature setpoint 80 °F

Schedule V. Contractor's Training Responsibilities

Contractor shall co-develop a training plan with the Agency that is tailored to the needs and skill-level of the trainees. Contractor shall record training sessions and provide in electronic format to the Agency for future reference. The final agreed upon training agenda may include topics such as:

- Equipment start-up, proper operation, shutdown, power failure, etc.
- Sequences of operation
- Operations and maintenance (O&M) manuals

- Diagnosing and troubleshooting common equipment issues
- Preventative maintenance and required documentation
- Health & safety considerations
- Warranty information
- Identified system deficiencies

Schedule W. (NOT USED)
Schedule X. (NOT USED)
Schedule Y. (NOT USED)
Schedule Z. (NOT USED)
Schedule AA. (NOT USED)

Post-Construction Schedules

Schedule BB. Contractor's Maintenance Responsibilities

Contractor shall provide warranty services for an industry standard one-year period. This warranty is specific to defects to original quality and/or workmanship. Contractor hereby also provides warranty services for a one-year period covering defects in installation services provided by Contractor. Any material warranties that extend beyond the standard one-year period will be transferred to the Agency upon project closeout.

Schedule CC. Agency's Maintenance Responsibilities

1. Agency shall be responsible for annual operations and maintenance of installed solar photovoltaic systems to ensure proper operation.
2. Agency shall maintain all equipment per manufacturer's & Contractor's recommendations.
3. Maintain active and updated maintenance logs for all equipment. Logs shall be kept for a minimum of the warranty period and must be provided to the Contractor upon request in either electronic or hard copy format.
4. During the first-year construction warranty period, the Agency shall promptly notify the Contractor of any equipment which fails to operate as intended. Subsequent to the first year, the Agency shall coordinate repair of any failed equipment with the equipment manufacturer or other qualified entity to address equipment failures in a timely manner.
5. Maintain all sequence of operations and performance criteria related to installed systems as proposed and designed. This shall include, but not be limited to, adjusting occupancy schedules based upon operational calendars, considering holidays, regular breaks, etc. The Agency shall maintain schedules to minimize equipment operation.
6. Upon request of Contractor, provide Contractor with copies of actual monthly utility billing information on a quarterly basis for the duration of the ongoing service period. This includes utility bills from all providers. For this project, the ongoing service period shall be for the term of the contract. Utility information shall include all meters providing direct or indirect service to all building(s) included in this project.

7. Provide Contractor continuous full remote access to the Building Automation System (BAS) for the purpose of collecting and trending data over time as required for performance verification.
8. The Agency shall notify Contractor in writing with regard to any changes or alterations to buildings that will affect energy usage. This notification must be provided within 30 days of the change. This includes changes to utilization, occupancy, internal or external loads, facility operation, scheduling, and sequences of operation.
9. In addition to the maintenance responsibilities described above, the Agency shall maintain a log of all maintenance activities as described in the maintenance checklist provided with O&M manuals.

Schedule DD. Facility Maintenance Checklists

Facility maintenance checklists will be provided as a part of the Operation and Maintenance (O&M) Manuals delivered at project completion. All on-going facility maintenance shall be completed by Agency staff in accordance with manufacturer's and Contractor's recommendations and specifications.

Schedule EE. (NOT USED)
Schedule FF. (NOT USED)
Schedule GG. (NOT USED)
Schedule HH. (NOT USED)
Schedule II. (NOT USED)

Administration Schedules

Schedule JJ. Alternative Dispute Resolution

Mediation

Contractor and Agency shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Santa Fe, New Mexico, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

If the parties do not resolve a dispute through mediation pursuant to this Section, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Contractor and Agency do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section of this Contract
[X] Litigation in a court of competent jurisdiction
[ ] Other (Specify)

Schedule KK. (NOT USED)
Schedule LL. (NOT USED)
Schedule MM. (NOT USED)
Schedule NN. (NOT USED)
Schedule OO. (NOT USED)

Exhibits

Exhibit I. Performance Bond/Construction Bond

To be provided following Contract execution.

Exhibit II. Labor and Material Payment Bond

To be provided following Contract execution.

Exhibit III. NM-GSD Certification of Contractor as Qualified Provider

GSD/PD (Rev. 01/11)

State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor
0000141975
Yearout Energy Services Co., LLC
8501 Washington St NE
Albuquerque, NM 87113

Telephone No. (505) 883-0915

Contract Number: **90-000-18-00017AH**

Payment Terms: **See Contract**

F.O.B.: **See Contract**

Delivery: **See Contract**

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

Invoice:
As requested.

Procurement Specialist: **Michael Saavedra**

Telephone No.: **(505) 827-0610**

Email: **Michael.Saavedra@state.nm.us**

Title: **Qualified Providers of Energy Performance Contracting Services, ESCO**

Term: **June 13, 2019 – June 12, 2023**

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 07/08/2019

Purchasing Division, 1100 St. Francis Drive, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
MS

Exhibit IV. NM-EMNRD & NM-OSE Certification of Guaranteed Savings

State of New Mexico
Energy, Minerals and Natural Resources Department

Michelle Lujan Grisham
Governor

Sarah Cottrell Propst
Cabinet Secretary

Todd E. Leahy, JD, PhD
Deputy Secretary

Louise N. Martinez, Director
Energy Conservation and Management Division

September 12, 2020

BY EMAIL: mayor@santafenm.gov

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

SUBJECT: **Certification of Guaranteed Energy Savings under the Public Facility Energy Efficiency and Water Conservation Act (NMSA 1978, Section 6-23-5) – City of Santa Fe**

Dear Mayor Webber:

The Investment Grade Energy Audit submitted by the City of Santa Fe to implement energy efficiency and renewable measures in city facilities has been reviewed and is hereby approved. The Investment Grade Energy Audit was performed by Yearout Energy Services Co. (YESCO).

The Energy Conservation and Management Division (ECMD) of the New Mexico Energy, Minerals and Natural Resources Department (EMNRD) has certification responsibilities and provides technical assistance to governmental entities under the Public Facility Energy Efficiency and Water Conservation Act (Act). The two certifications needed from EMNRD for each energy performance contracting project under the Act are:

- Vendor is a Qualified Provider and meets EMNRD experience requirements; and
- Guaranteed energy savings appear to be accurately estimated and reasonable.

EMNRD reviewed the Investment Grade Energy Audit. EMNRD now issues the following certification:

- Qualifications were provided on December 1, 2017 approving YESCO as a qualified entity under EMNRD's experience criteria.
- EMNRD certifies that the guaranteed energy savings from the proposed efficiency measures appear to be accurately estimated and reasonable.

The City of Santa Fe Investment Grade Audit is hereby certified with these Special Conditions:

- Certification is contingent upon implementation of the measures as outlined in the investment grade energy audit. No significant changes in scope are to be considered unless submitted for review and approval by EMNRD.
- Section 6-23-4 Requires that the savings be guaranteed by the provider. Measurement and Verification of the savings is essential to determine if the savings are being met. A copy of the Annual Measurement and

1220 South St. Francis Drive • Santa Fe, New Mexico 87505
Phone (505) 476-3315 • Fax (505) 476-3322 • www.CleanEnergyNM.org

Verification Report shall be provided to EMNRD every year the contract is in place by January 31st of the following year. These reports are essential to meet legislative reporting requirements.

- The 3-rd party reviewer costs of 1.0% percent of the total project cost are to be included and accounted for in the project contract to reimburse EMNRD.

Pursuant to NMSA 1978, Section 6-23-5 of the Act, EMNRD has performed its certification duties. It is recommended that The City of Santa Fe implement its approval requirements to comply with NMSA 1978, 6-23-8 of the Act. Please contact me at Harold.Trujillo@state.nm.us, 505-490-7912 or Louise.N.Martinez@state.nm.us , 505-476-3315 if there are any questions.

Sincerely,

Harold J Trujillo

Harold Trujillo, PE
Bureau Chief
ECMD Energy Technology & Engineering

cc: Regina Wheeler, Public Works Director rawheeler@santafenm.gov
Caryn Grosse, Project Administrator clgrosse@santafenm.gov
Louise Martinez, Director ECMD
David Griego, Engineer ECMD
Alex Montano, YESCO

STATE OF NEW MEXICO
OFFICE OF THE STATE ENGINEER
CONCHA ORTIZ Y PINO BUILDING, 130 SOUTH CAPITOL, SANTA FE, NM 87501
TELEPHONE: (505) 827-6091 FAX: (505) 827-3806

JOHN R. D'ANTONIO JR., P.E.
STATE ENGINEER

August 28, 2020

Mailing Address:
P.O. Box 25102
Santa Fe, NM 87504-5102

VIA EMAIL

Mr. Alex Montano
Yearout Energy Services Company
8501 Washington St. NE
Albuquerque, NM 87113

Re: City of Santa Fe - Investment Grade Audit Report

Dear Mr. Montano:

The Water Use & Conservation Bureau (WUCB) of the Office of the State Engineer (OSE) has reviewed various submittals from Yearout Energy Services Company for the above-referenced project including the **City of Santa Fe-Investment Grade Audit (IGA) Report** dated August 21, 2020. The review of the final IGA was completed in accordance with NMSA 1978, Section 6-23-5.B(3) of the Public Facility Energy Efficiency and Water Conservation Act (Act).

The proposal submitted is for the installation of approximately 760 fixture upgrades at 15 City facilities. NMSA 1978 Section 72-14-3.2D.(e) recognizes "water-efficient fixtures and appliances" as a water conservation measure. Consequently, the fixture retrofits proposed were considered for guaranteed water savings.

The OSE has certification responsibilities and provides technical assistance to governmental entities under the Act. The Act conditions any water conservation guaranteed utility savings contract approval on two certifications from the OSE. The OSE is required to certify that:

- "...the qualified provider of water conservation measures meets the experience requirements set by that office", and
- "....the guaranteed water savings from the water conservation measures proposed appear to be accurately estimated and reasonable."

Pursuant to NMSA 1978, Section 6-23-5.B(3) of the Act, the WUCB reviewed the proposal. The OSE provides the following certifications:

- For the purposes of this proposed project, based upon documents submitted to this office, the OSE certifies that the project team of Yearout Energy Services Company meets the experience requirements and shall be considered a "qualified provider."

- Based on the documents and information provided, the OSE certifies that the guaranteed water savings from water conservation measures appear to be accurately estimated and reasonable.

If you have any questions, please call Chuck Lawler at 505-827-6664.

Sincerely,

Julie Valdez

Julie Valdez
Acting Bureau Chief, Water Use and Conservation Bureau

Exhibit V. Certificate of Acceptance - Measure

CERTIFICATE OF ACCEPTANCE - MEASURE

Date: _____

Measure Description: _____

City of Santa Fe, NM accepts the installed equipment for the measure noted above and establishes a warranty period commencement date as _____.

Authorized Representative

_____

Name (Printed)

_____

Title

_____

Signature

_____

Date

Once executed, this form shall signify final acceptance of the installed equipment for the noted measure.

Exhibit VI. Certificate of Project Substantial Completion

CERTIFICATE OF PROJECT SUBSTANTIAL COMPLETION

Date: _____

City of Santa Fe, NM accepts the project as substantially complete and establishes a performance period commencement date as _____.

Authorized Representative

_____

Name (Printed)

_____

Title

_____

Signature

_____

Date

Once executed, this form shall signify final project acceptance and substantial completion of the proposed work. This will also signal commencement of the Year 1 Performance Period.

Exhibit VII. Equipment Warranties

An industry standard 1-Year materials and workmanship warranty is provided by Contractor as part of the project. Any material warranties that extend beyond the standard 1-Year period will be transferred to the Agency upon project closeout.

Appendices

Appendix A. Contractor Solicitation (Selection Phase)

The Contractor was selected from the NM-GSD Statewide Price agreement. Appendix is not used.

Appendix B. Contractor Proposal (Pre-Qualification Phase)

The Contractor was selected from the NM-GSD Statewide Price agreement. Appendix is not used.

Appendix C. Investment Grade Audit and Project Proposal Contract

The Investment Grade Audit (IGA) and Project Proposal Contract have been published under separate cover and are incorporated herein by this reference.

Appendix D. Investment Grade Audit Report

The Investment Grade Audit (IGA) Report has been published under separate cover and is incorporated herein by this reference.

Appendix E. Sample Annual M&V Agreement

Measurement and Verification (M&V) is the process of quantifying the annual utility consumption savings resulting from the measures implemented as part of the Guaranteed Energy Savings Performance Contract (GESPC) project. M&V activities include ongoing site surveys, metering of energy and other independent variables, review of operations and maintenance documentation, engineering calculations, and reporting. The annual cost for M&V services is outlined in Schedule J and shall be billed quarterly during each performance year. The Agency shall be responsible for payment of the annual M&V Fee, as these ongoing costs are considered annual fees, and cannot be financed up front. This section provides a sample of the annual agreement for reference.

2021-02-03 Yearout Energy_EPC_COSF

Final Audit Report 2021-02-04

Created:	2021-02-04
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAADv7dJaNRLpqFGi65zb2wqFMyDBZQuw0A

"2021-02-03 Yearout Energy_EPC_COSF" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
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Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2021-02-04 - 2:58:27 PM GMT - Time Source: server- IP address: 174.56.49.116

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YEAROUT ENERGY



City of Santa Fe

Investment Grade Audit (IGA) Report

Executive Summary

August 21, 2020

Proprietary and Confidential

1.0 Executive Summary

The City of Santa Fe (COSF) engaged Yearout Energy (YE) in August 2019 to perform an Investment Grade Audit (IGA) of several facilities of various types located in Santa Fe, NM. The goal of an IGA is to identify the potential project scope for budget-neutral facility upgrades thanks to reduced utility and O&M costs. The IGA was developed following the program guidelines outlined by the New Mexico Energy, Minerals, and Natural Resources Department (NM-EMNRD) and New Mexico General Services Department (NM-GSD).

The project specific objectives for this IGA include:

- Developing a self-funding, budget-neutral project with a finance period ≤ 20 years
- Reduce energy and water consumption
- Reduce utility and operational costs
- Standardize equipment throughout city facilities
- Accelerate the implementation of renewable energy where feasible to support the Sustainable Santa Fe 25-Year Plan
- Implement LED lighting retrofit/replacement opportunities
- Reduce the COSF's environmental impact

An essential step in the IGA process is to establish the baseline performance for each facility from which proposed improvements will be measured. The following tables depict a summary of the baseline annual cost and energy consumption by utility type for all COSF facilities included in the IGA.

Table 1: Baseline Annual Cost Breakdown by Utility Type

Utility	$/year
Electricity	$3,888,817
Natural Gas	$335,028
Water & Sewer	$317,231
Total	$4,541,076

Table 2: Baseline Annual Energy Consumption Breakdown by Utility Type

Utility	kBTU/year
Electricity	159,107,775
Natural Gas	75,732,660
Total	234,840,435

As a result of the comprehensive IGA process, Yearout Energy and the COSF have co-developed the following recommended Guaranteed Energy Service Performance Contract (GESPC) project:

Table 3: GESPC Project Summary

Turn-Key GESPC Project Price	$15,442,785
Up-front Capital Contribution by COSF	$1,125,000
Approximate Net Financed Amount	$14,280,347
Year 1 Utility Savings	$752,137
Year 1 Operations and Maintenance Savings	$27,643
Estimated Incentives from Utility Provider(s)	$230,392
Project Financing Period	18.0 Years
Weighted Average Service Life of Proposed Measures	31.0 Years
Percent Reduction in Annual Utility Costs*	16.8%
Environmental Impact (Reduction in Annual Emissions)	6,717,430 lbs. CO_2
Environmental Impact (Direct Reduction in Annual Water Consumption)	2,007,380 gallons
Environmental Impact (Indirect Reduction in Annual Water Consumption)	3,264,992 gallons

*The percent reduction in annual utility costs takes into consideration existing or future REC payments made to the COSF

A fundamental benefit of GESPC projects is that they allow for the savings from measures with quicker returns on investment to supplement the funding of critical infrastructure improvements and/or high priority capital intensive measures such as renewable energy.

Throughout the IGA process, Yearout Energy collaborated closely with COSF to identify and co-develop Facility Improvement Measures (FIM) that would allow COSF to leverage future energy and operational savings to fund essential facility capital improvements through a GESPC. The FIMs recommended for implementation include:

- Upgrading approximately 9,000 existing lighting fixtures to LED technology
- Install 2.750MW DC renewable energy systems which are sized for a target offset of 80% of post-retrofit On-Peak consumption at select COSF facilities and a 60% of post-retrofit On-Peak consumption at select Water Utilities and Buckman Direct Diversion (BDD) sites
- Repair the underperforming existing solar PV carports at Genoveva Chavez Community Center to recover lost production and available REC payments
- Upgrade approximately 760 existing domestic water fixtures to reduce water consumption
- Remediate ~200 square feet of existing air leakage in building envelope
- Install 28 new high efficiency transformers
- Identify and correct billing errors to reduce utility costs
- Replace the roof at the Canyon Road Water Treatment Plant in order reduce energy and operational costs and support the installation of rooftop solar PV.

The benefits from those measures are summarized in the following table.

Table 4: Facility Improvement Measures (FIM) Summary

FIM No.	FIM Name	Year 1 Annual Utility Savings	Year 1 Annual O&M Savings	Year 1 Total Annual Savings	Labor, Equip & Material Costs	Estimated Utility Rebate	Net Cost	Average Service Life Years
1.00	LED Lighting	$217,056	$21,761	$238,818	$2,222,158	$192,032	$2,030,126	15.0
2.00	Renewable Energy	$473,609	$0	$473,609	$7,167,913	$0	$7,167,913	37.0
3.00	Water Conservation	$14,404	$1,135	$15,539	$173,807	$21,450	$152,357	20.0
4.00	Building Envelope	$10,477	$1,572	$12,048	$206,170	$0	$206,170	20.0

FIM No.	FIM Name	Year 1 Annual Utility Savings	Year 1 Annual O&M Savings	Year 1 Total Annual Savings	Labor, Equip & Material Costs	Estimated Utility Rebate	Net Cost	Average Service Life Years
5.00	HE Transformers	$9,567	$1,435	$11,002	$199,171	$7,766	$191,405	32.0
6.00	Utility Management	$1,821	$0	$1,821	$0	$1,516	($1,516)	---
7.00	GCCC Solar Carport Repairs	$25,204	$0	$25,204	$155,730	$7,628	$148,102	20.0
8.00	Roof Replacement	$0	$1,740	$1,740	$199,918	$0	$199,918	20.0
Total		$752,137	$27,643	$779,780	$10,324,867	$230,392	$10,094,474	31.0

* Total Annual Savings include Utility Savings and O&M Savings.

Additional FIMs were investigated during the IGA but not recommended for a variety of reasons. A description of these FIMs is provided in Section 4.0 of this report.

The reduction in greenhouse gas (GHG) emissions is of particular interest for the City of Santa Fe. The "Sustainable Santa Fe 25-year Plan" calls for carbon neutrality by 2040 and targets 50% renewable energy consumption by 2025. The installation of solar photovoltaic (PV) energy, energy efficient lighting, high efficiency transformers and building envelope remediation make a significant contribution towards achieving these goals. The annual 6.7-million-pound reduction in CO_2 emissions is equivalent to planting 833 acres of trees or not driving 3.96 million miles each year. It is worth noting that these values are based on the current electricity supply mix and should the targets of the New Mexico Energy Transition Act be achieved, the reductions in GHG emissions by COSF would be even greater.

Following the review and acceptance of this report by COSF, NM-EMNRD and NM-OSE, Yearout Energy will develop a Guaranteed Utility Savings Contract (GUSC) to implement the final agreed-upon project scope. Yearout Energy anticipates the implementation of this project to commence in Q4, 2020, with a 16-month overall construction period.

FIM Matrix

City of Santa Fe

January 25, 2021

YEAROUT ENERGY

Site	Site No.	1.00 LED Lighting	2.00 Renewable Energy	3.00 Water Conservation	4.00 Building Envelope	5.00 HE Transformers	6.00 Utility Management	7.00 GCCC Solar Carport Repairs	8.00 Roof Replacement
COSF Facilities									
Bicentennial / Alto Park Complex	01	●	●	●	●	●	○	○	○
Fire Station #2	02	○	○	○	○	○	○	○	○
Fire Station #8	03	●	●	●	●	○	○	○	○
Fort Marcy Recreation Complex	04	●	○	●	●	○	○	○	○
Genoveva Chavez Community Center	05	●	○	●	●	○	●	●	○
La Familia Medical Center	06	●	○	●	●	○	○	○	○
Municipal Recreation Complex	07	●	●	○	●	●	●	○	○
Police Dept - Admin	08	●	●	●	●	○	○	○	○
Public Library - Main	09	●	○	●	●	○	○	○	○
Public Library - Southside	10	●	●	●	●	●	○	○	○
Salvador Perez Swimming Pool	11	●	○	●	●	○	○	○	○
Sandoval Parking Garage Lot B	12	○	○	●	○	○	○	○	○
Santa Fe Convention Center	13	●	○	●	●	○	○	○	○
Santa Fe Regional Airport	14	●	●	○	●	○	○	○	○
Siler Complex	15	●	○	●	●	○	○	○	○
Siringo Complex	16	●	○	●	●	○	○	○	○
Southside Transit Center	17	○	●	○	○	○	○	○	○
Transit Administration	18	●	○	●	●	●	○	○	○
Water Utilities Department									
Canyon Road Water Treatment Plant	19	○	●	○	●	●	○	○	●
Santa Fe Water Dept Office	20	●	○	●	●	○	○	○	○
WWTP	21	●	○	○	○	●	○	○	○
10M Gallon Tank	22	●	●	○	○	○	○	○	○
10M Gallon Tank Booster Station #1	23	○	○	○	○	○	○	○	○
Buckman Booster Station #1	24	●	●	○	○	○	○	○	○
Buckman Booster Station #3 & Well #13	25	○	●	○	○	○	○	○	○
Buckman Booster Station #4	26	○	●	○	○	○	○	○	○
Buckman Well #1	27	●	○	○	○	○	○	○	○
Buckman Well #10	28	●	●	○	○	○	○	○	○
Calle De Agua Tank	29	○	○	○	○	○	○	○	○
Camino La Canada	30	●	●	○	○	○	○	○	○
Cristo Rey Church	31	●	○	○	○	○	○	○	○
Dempsey Booster Station	32	●	○	○	○	○	○	○	○
St Michaels & SF Railroad	33	○	○	○	○	○	○	○	○
Well Los Montoyas	34	●	●	○	○	○	○	○	○
Buckman Direct Diversion (BDD)									
BDD Main	35	●	○	○	○	○	○	○	○
BDD Booster Station #1A	36	●	●	○	○	○	○	○	○
BDD Booster Station #2A	37	●	○	○	○	○	○	○	○
BDD Lift Station	38	●	●	○	○	○	○	○	○
Total Qty		29	17	15	17	6	2	1	1

6.8 Preliminary Project Financial Analysis

General Inputs	
Length of Analysis	25 Years
Turn-Key Project Cost	$15,442,785
Up-Front Capital Contribution	$1,125,000
Other Grants & Incentives	$0
Utility Rebate	$230,392
Capitalized Interest (16 Month Construction Period)	$3,340
Cost of Issuance	$189,614
Net Financed Amount	$14,280,347
Type of Amortization	Savings
Finance Term	18 Years
Annual Interest Rate	2.250%
Measurement & Verification	
Year 1 M&V Fee	$68,632
M&V Duration	3 Years
Annual Maintenance	
Year 1 Maintenance Fee	$16,571
On-Going Maintenance Duration	25 Years
Inverter Equipment Replacement (Appears in Maintenance Column)	
Estimated Cost to Replace Solar PV Inverters	$416,700
Anticipated Year of Replacement	Year 15
Annual Amount Set Aside for Equip Replacement	$27,780

	Annual Savings				Annual Costs			Total Annual Savings Less Costs	Amortization Schedule				
	Electricity	Natural Gas	Water & Sewer	O&M	M&V	Maintenance	Equipment Replacement		Interest	Principal	Total Payment	Ending Balance	Annual Cash Flow
Annual Escalation -->	3.600%	4.000%	3.000%	3.000%	2.500%	3.000%							
Year 1	$729,086	$10,887	$12,165	$27,643	($68,632)	($16,571)	($27,780)	$666,797	($321,308)	($345,490)	($666,796)	$13,934,857	$1
Year 2	$755,333	$11,322	$12,530	$28,472	($70,348)	($17,068)	($27,780)	$692,461	($313,534)	($378,927)	($692,460)	$13,555,930	$1
Year 3	$782,525	$11,775	$12,906	$29,326	($72,106)	($17,580)	($27,780)	$719,065	($305,008)	($414,057)	($719,064)	$13,141,873	$1
Year 4	$810,696	$12,246	$13,293	$30,206	$0	($18,107)	($27,780)	$820,553	($295,692)	($524,861)	($820,552)	$12,617,012	$1
Year 5	$839,881	$12,736	$13,692	$31,112	$0	($18,650)	($27,780)	$850,990	($283,883)	($567,107)	($850,989)	$12,049,905	$1
Year 6	$870,116	$13,245	$14,102	$32,046	$0	($19,210)	($27,780)	$882,520	($271,123)	($611,397)	($882,519)	$11,438,508	$1
Year 7	$901,441	$13,775	$14,525	$33,007	$0	($19,786)	($27,780)	$915,182	($257,366)	($657,816)	($915,181)	$10,780,692	$1
Year 8	$933,892	$14,326	$14,961	$33,997	$0	($20,380)	($27,780)	$949,017	($242,566)	($706,452)	($949,016)	$10,074,240	$1
Year 9	$967,513	$14,899	$15,410	$35,017	$0	($20,991)	($27,780)	$984,068	($226,670)	($757,397)	($984,067)	$9,316,843	$1
Year 10	$1,002,343	$15,495	$15,872	$36,068	$0	($21,621)	($27,780)	$1,020,377	($209,629)	($810,748)	($1,020,376)	$8,506,095	$1
Year 11	$1,038,427	$16,115	$16,348	$37,150	$0	($22,269)	($27,780)	$1,057,991	($191,387)	($866,604)	($1,057,990)	$7,639,491	$1
Year 12	$1,075,811	$16,760	$16,839	$38,264	$0	($22,938)	($27,780)	$1,096,956	($171,889)	($925,067)	($1,096,955)	$6,714,424	$1
Year 13	$1,114,540	$17,430	$17,344	$39,412	$0	($23,626)	($27,780)	$1,137,320	($151,075)	($986,246)	($1,137,319)	$5,728,178	$1
Year 14	$1,154,663	$18,127	$17,864	$40,594	$0	($24,334)	($27,780)	$1,179,135	($128,884)	($1,050,251)	($1,179,134)	$4,677,927	$1
Year 15	$1,196,231	$18,852	$18,400	$41,812	$0	($25,065)	($27,780)	$1,222,452	($105,253)	($1,117,198)	($1,222,451)	$3,560,729	$1
Year 16	$1,239,296	$19,606	$18,952	$43,067	$0	($25,816)	($27,780)	$1,267,324	($80,116)	($1,187,208)	($1,267,323)	$2,373,520	$1
Year 17	$1,283,910	$20,391	$19,521	$44,359	$0	($26,591)	($27,780)	$1,313,809	($53,404)	($1,260,405)	($1,313,808)	$1,113,115	$1
Year 18	$1,330,131	$21,206	$20,106	$45,689	$0	($27,389)	($27,780)	$1,361,965	($25,045)	($1,113,115)	($1,138,159)	$0	$223,805
Year 19	$1,378,016	$22,055	$20,710	$47,060	$0	($28,210)	($27,780)	$1,411,850	$0	$0	$0	$0	$1,411,850
Year 20	$1,427,624	$22,937	$21,331	$48,472	$0	($29,057)	($27,780)	$1,463,527	$0	$0	$0	$0	$1,463,527
Year 21	$1,479,019	$23,854	$21,971	$49,926	$0	($29,928)	($27,780)	$1,517,062	$0	$0	$0	$0	$1,517,062
Year 22	$1,532,263	$24,808	$22,630	$51,424	$0	($30,826)	($27,780)	$1,572,519	$0	$0	$0	$0	$1,572,519
Year 23	$1,587,425	$25,801	$23,309	$52,966	$0	($31,751)	($27,780)	$1,629,970	$0	$0	$0	$0	$1,629,970
Year 24	$1,644,572	$26,833	$24,008	$54,555	$0	($32,703)	($27,780)	$1,689,485	$0	$0	$0	$0	$1,689,485
Year 25	$1,703,777	$27,906	$24,728	$56,192	$0	($33,685)	($27,780)	$1,751,139	$0	$0	$0	$0	$1,751,139
Total	$28,778,531	$453,390	$443,517	$1,007,836	($211,086)	($604,151)	($694,500)	$29,173,536	($3,633,833)	($14,280,347)	($17,914,162)	----------	$11,259,374

YEAROUT ENERGY IS NOT A FINANCIAL ADVISOR, IS NOT REGISTERED WITH THE SEC AS A FINANCIAL ADVISOR AND CANNOT GIVE ADVICE WITH RESPECT TO SECURITIES OR FINANCIAL PRODUCTS. THE INFORMATION PROVIDED IS FOR EDUCATIONAL PURPOSES ABOUT POSSIBLE FINANCING OPTIONS, OR UNDER THE ENGINEER CARVE OUT OF THE WALL STREET REFORM AND CONSUMER PROTECTION ACT (2010), AND IS NOT THE PROVISION OF ADVICE, OR A RECOMMENDATION TO PURSUE, ANY PARTICULAR FINANCING OPTION. CONSULT WITH YOUR FINANCIAL ADVISOR ABOUT THE FINANCING OPTION APPROPRIATE FOR YOUR SITUATION. YEAROUT ENERGY SERVICES CAN PROVIDE INFORMATION TO YOUR FINANCIAL ADVISOR ABOUT THE HYPOTHETICAL ASSUMPTIONS AND EDUCATIONAL SCENARIOS USED IN THESE MATERIALS.

Project Summary by Group

City of Santa Fe

September 24, 2020

Item	Facilities	Water Utilities	BDD	Total
Turn-Key Cost	$6,122,614	$5,495,534	$3,824,638	$15,442,785
Estimated Rebate	$176,046	$37,074	$17,272	$230,392
Capital Infusion	$925,000	$200,000	$0	$1,125,000
Net Amount After Rebate & Infusion	$5,021,568	$5,258,460	$3,807,365	$14,087,393
Year 1 Savings	$301,821	$261,155	$216,804	$779,780
Construction Period Interest (Capitalized Interest)	$169,896	$177,911	$128,816	$476,623
Closing Costs / Lender Fees	$103,829	$108,727	$78,724	$291,280
Total Financed Amount	$5,295,293	$5,545,099	$4,014,905	$14,855,297

State of New Mexico
Energy, Minerals and Natural Resources Department

Michelle Lujan Grisham
Governor

Sarah Cottrell Propst
Cabinet Secretary

Todd E. Leahy, JD, PhD
Deputy Secretary

Louise N. Martinez, Director
Energy Conservation and Management Division

September 12, 2020

BY EMAIL: mayor@santafenm.gov

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

SUBJECT: **Certification of Guaranteed Energy Savings under the Public Facility Energy Efficiency and Water Conservation Act (NMSA 1978, Section 6-23-5) – City of Santa Fe**

Dear Mayor Webber:

The Investment Grade Energy Audit submitted by the City of Santa Fe to implement energy efficiency and renewable measures in city facilities has been reviewed and is hereby approved. The Investment Grade Energy Audit was performed by Yearout Energy Services Co. (YESCO).

The Energy Conservation and Management Division (ECMD) of the New Mexico Energy, Minerals and Natural Resources Department (EMNRD) has certification responsibilities and provides technical assistance to governmental entities under the Public Facility Energy Efficiency and Water Conservation Act (Act). The two certifications needed from EMNRD for each energy performance contracting project under the Act are:

- Vendor is a Qualified Provider and meets EMNRD experience requirements; and
- Guaranteed energy savings appear to be accurately estimated and reasonable.

EMNRD reviewed the Investment Grade Energy Audit. EMNRD now issues the following certification:

- Qualifications were provided on December 1, 2017 approving YESCO as a qualified entity under EMNRD's experience criteria.

- EMNRD certifies that the guaranteed energy savings from the proposed efficiency measures appear to be accurately estimated and reasonable.

The City of Santa Fe Investment Grade Audit is hereby certified with these Special Conditions:

- Certification is contingent upon implementation of the measures as outlined in the investment grade energy audit. No significant changes in scope are to be considered unless submitted for review and approval by EMNRD.

- Section 6-23-4 Requires that the savings be guaranteed by the provider. Measurement and Verification of the savings is essential to determine if the savings are being met. A copy of the Annual Measurement and

Verification Report shall be provided to EMNRD every year the contract is in place by January 31st of the following year. These reports are essential to meet legislative reporting requirements.

- The 3-rd party reviewer costs of 1.0% percent of the total project cost are to be included and accounted for in the project contract to reimburse EMNRD.

Pursuant to NMSA 1978, Section 6-23-5 of the Act, EMNRD has performed its certification duties. It is recommended that The City of Santa Fe implement its approval requirements to comply with NMSA 1978, 6-23-8 of the Act. Please contact me at Harold.Trujillo@state.nm.us, 505-490-7912 or Louise.N.Martinez@state.nm.us , 505-476-3315 if there are any questions.

Sincerely,

Harold J Trujillo

Harold Trujillo, PE
Bureau Chief
ECMD Energy Technology & Engineering

cc: Regina Wheeler, Public Works Director rawheeler@santafenm.gov
Caryn Grosse, Project Administrator clgrosse@santafenm.gov
Louise Martinez, Director ECMD
David Griego, Engineer ECMD
Alex Montano, YESCO

YEAROUT ENERGY



City of Santa Fe

Investment Grade Audit (IGA) Report

August 21, 2020

Proprietary and Confidential

Project Contacts

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3rd Party Reviewer

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City of Santa Fe

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Glossary of Standard Investment Grade Audit Acronyms

ACRONYM	DEFINITION
BTU:	British Thermal Units
BTUh:	British Thermal Units per Hour
CBECS:	Commercial Buildings Energy Consumption Survey
CFL:	Compact Fluorescent Lamps
CMU:	Concrete Masonry Unit
DDC:	Direct Digital Controllers
DHW:	Domestic Hot Water
DX:	Direct Expansion
ECI:	Energy Cost Index
EER:	Energy Escalation Rate
EERC:	Energy Escalation Rate Calculator
EIFS:	Exterior Insulated Finish System
ERV:	Energy Recovery Ventilation
EUI:	Energy Utilization Index
FCU:	Fan Coil Unit
FIM:	Facility Improvement Measures
ESPC:	Energy Savings Performance Contract
GESPC:	Guaranteed Energy Savings Performance Contract
HPS:	High Pressure Sodium
HVAC:	Heating, Ventilation and Air Conditioning
IGA:	Investment Grade Audit
kBTU:	1,000 British Thermal Units
KVU:	Kitchen Ventilation Units
kWh:	Kilowatt Hour
LED:	Light Emitting Diodes
MH:	Metal Halide
MUA:	Make-up Air Unit
NG:	Natural Gas
NIST:	National Institute for Standards and Technology
NM-EMNRD:	New Mexico Energy, Minerals, and Natural Resources Department
NM-GSD:	New Mexico General Services Department
NM-OSE:	New Mexico Office of the State Engineer
RH:	Radiant Heaters
RTU:	Rooftop Units
SQF:	Square Feet
TPO:	Thermoplastic Polyolefin
UH:	Unit Heater
VRF:	Variable Refrigerant Flow
W:	Watt

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1.0 Executive Summary

The City of Santa Fe (COSF) engaged Yearout Energy (YE) in August 2019 to perform an Investment Grade Audit (IGA) of several facilities of various types located in Santa Fe, NM. The goal of an IGA is to identify the potential project scope for budget-neutral facility upgrades thanks to reduced utility and O&M costs. The IGA was developed following the program guidelines outlined by the New Mexico Energy, Minerals, and Natural Resources Department (NM-EMNRD) and New Mexico General Services Department (NM-GSD).

The project specific objectives for this IGA include:

- Developing a self-funding, budget-neutral project with a finance period ≤ 20 years
- Reduce energy and water consumption
- Reduce utility and operational costs
- Standardize equipment throughout city facilities
- Accelerate the implementation of renewable energy where feasible to support the Sustainable Santa Fe 25-Year Plan
- Implement LED lighting retrofit/replacement opportunities
- Reduce the COSF's environmental impact

An essential step in the IGA process is to establish the baseline performance for each facility from which proposed improvements will be measured. The following tables depict a summary of the baseline annual cost and energy consumption by utility type for all COSF facilities included in the IGA.

Table 1: Baseline Annual Cost Breakdown by Utility Type

Utility	$/year
Electricity	$3,888,817
Natural Gas	$335,028
Water & Sewer	$317,231
Total	$4,541,076

Table 2: Baseline Annual Energy Consumption Breakdown by Utility Type

Utility	kBTU/year
Electricity	159,107,775
Natural Gas	75,732,660
Total	234,840,435

As a result of the comprehensive IGA process, Yearout Energy and the COSF have co-developed the following recommended Guaranteed Energy Service Performance Contract (GESPC) project:

Table 3: GESPC Project Summary

Turn-Key GESPC Project Price	$15,442,785
Up-front Capital Contribution by COSF	$1,125,000
Approximate Net Financed Amount	$14,280,347
Year 1 Utility Savings	$752,137
Year 1 Operations and Maintenance Savings	$27,643
Estimated Incentives from Utility Provider(s)	$230,392
Project Financing Period	18.0 Years
Weighted Average Service Life of Proposed Measures	31.0 Years
Percent Reduction in Annual Utility Costs*	16.8%
Environmental Impact (Reduction in Annual Emissions)	6,717,430 lbs. CO_2
Environmental Impact (Direct Reduction in Annual Water Consumption)	2,007,380 gallons
Environmental Impact (Indirect Reduction in Annual Water Consumption)	3,264,992 gallons

*The percent reduction in annual utility costs takes into consideration existing or future REC payments made to the COSF

A fundamental benefit of GESPC projects is that they allow for the savings from measures with quicker returns on investment to supplement the funding of critical infrastructure improvements and/or high priority capital intensive measures such as renewable energy.

Throughout the IGA process, Yearout Energy collaborated closely with COSF to identify and co-develop Facility Improvement Measures (FIM) that would allow COSF to leverage future energy and operational savings to fund essential facility capital improvements through a GESPC. The FIMs recommended for implementation include:

- Upgrading approximately 9,000 existing lighting fixtures to LED technology
- Install 2.750MW DC renewable energy systems which are sized for a target offset of 80% of post-retrofit On-Peak consumption at select COSF facilities and a 60% of post-retrofit On-Peak consumption at select Water Utilities and Buckman Direct Diversion (BDD) sites
- Repair the underperforming existing solar PV carports at Genoveva Chavez Community Center to recover lost production and available REC payments
- Upgrade approximately 760 existing domestic water fixtures to reduce water consumption
- Remediate ~200 square feet of existing air leakage in building envelope
- Install 28 new high efficiency transformers
- Identify and correct billing errors to reduce utility costs
- Replace the roof at the Canyon Road Water Treatment Plant in order reduce energy and operational costs and support the installation of rooftop solar PV.

The benefits from those measures are summarized in the following table.

Table 4: Facility Improvement Measures (FIM) Summary

FIM No.	FIM Name	Year 1 Annual Utility Savings	Year 1 Annual O&M Savings	Year 1 Total Annual Savings	Labor, Equip & Material Costs	Estimated Utility Rebate	Net Cost	Average Service Life Years
1.00	LED Lighting	$217,056	$21,761	$238,818	$2,222,158	$192,032	$2,030,126	15.0
2.00	Renewable Energy	$473,609	$0	$473,609	$7,167,913	$0	$7,167,913	37.0
3.00	Water Conservation	$14,404	$1,135	$15,539	$173,807	$21,450	$152,357	20.0
4.00	Building Envelope	$10,477	$1,572	$12,048	$206,170	$0	$206,170	20.0

FIM No.	FIM Name	Year 1 Annual Utility Savings	Year 1 Annual O&M Savings	Year 1 Total Annual Savings	Labor, Equip & Material Costs	Estimated Utility Rebate	Net Cost	Average Service Life Years
5.00	HE Transformers	$9,567	$1,435	$11,002	$199,171	$7,766	$191,405	32.0
6.00	Utility Management	$1,821	$0	$1,821	$0	$1,516	($1,516)	---
7.00	GCCC Solar Carport Repairs	$25,204	$0	$25,204	$155,730	$7,628	$148,102	20.0
8.00	Roof Replacement	$0	$1,740	$1,740	$199,918	$0	$199,918	20.0
Total		$752,137	$27,643	$779,780	$10,324,867	$230,392	$10,094,474	31.0

* Total Annual Savings include Utility Savings and O&M Savings.

Additional FIMs were investigated during the IGA but not recommended for a variety of reasons. A description of these FIMs is provided in Section 4.0 of this report.

The reduction in greenhouse gas (GHG) emissions is of particular interest for the City of Santa Fe. The "Sustainable Santa Fe 25-year Plan" calls for carbon neutrality by 2040 and targets 50% renewable energy consumption by 2025. The installation of solar photovoltaic (PV) energy, energy efficient lighting, high efficiency transformers and building envelope remediation make a significant contribution towards achieving these goals. The annual 6.7-million-pound reduction in CO_2 emissions is equivalent to planting 833 acres of trees or not driving 3.96 million miles each year. It is worth noting that these values are based on the current electricity supply mix and should the targets of the New Mexico Energy Transition Act be achieved, the reductions in GHG emissions by COSF would be even greater.

Following the review and acceptance of this report by COSF, NM-EMNRD and NM-OSE, Yearout Energy will develop a Guaranteed Utility Savings Contract (GUSC) to implement the final agreed-upon project scope. Yearout Energy anticipates the implementation of this project to commence in Q4, 2020, with a 16-month overall construction period.

2.0 Facility Descriptions

The City of Santa Fe (COSF) stretches across 37.4 square miles in Northern New Mexico, as shown in Figure 1, with a total population of roughly 83,875 inhabitants. The COSF owns and maintains many permanent buildings throughout the city, consisting of administrative offices, senior centers, community centers, public safety, fleet, public utility, and other building types.



Figure 1: City of Santa Fe

During the IGA, 38 facilities were audited. For the purpose of clarity in this report, these facilities are at times divided into the City facilities, Public Utility facilities, and Buckman Direct Diversion (BDD) facilities. The BDD is a joint project between the City of Santa Fe and Santa Fe County to build a reliable and sustainable water supply. The locations of these different facilities can be seen in Figure 2, Figure 3, and Figure 4, respectively.

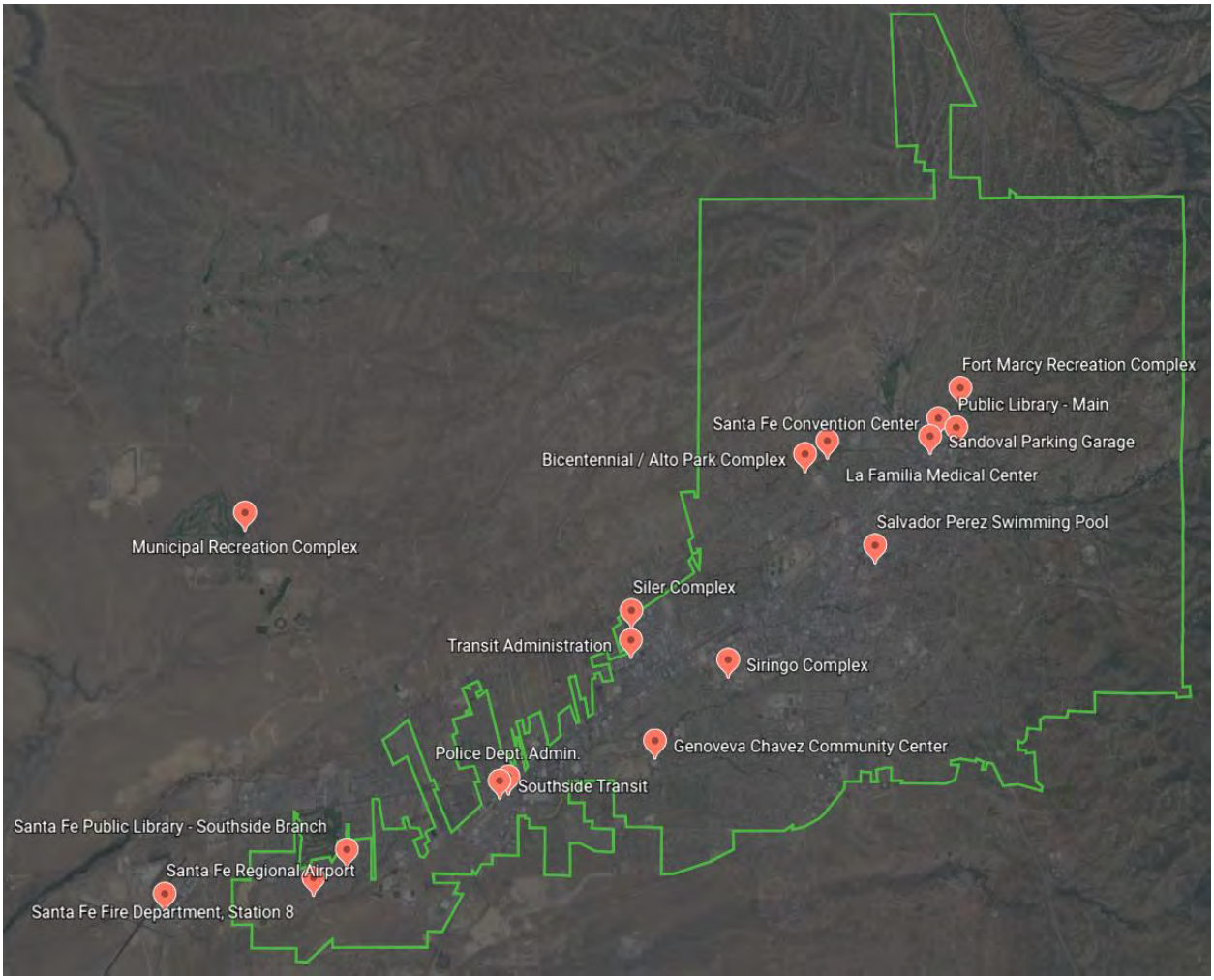


Figure 2: City of Santa Fe IGA Facilities

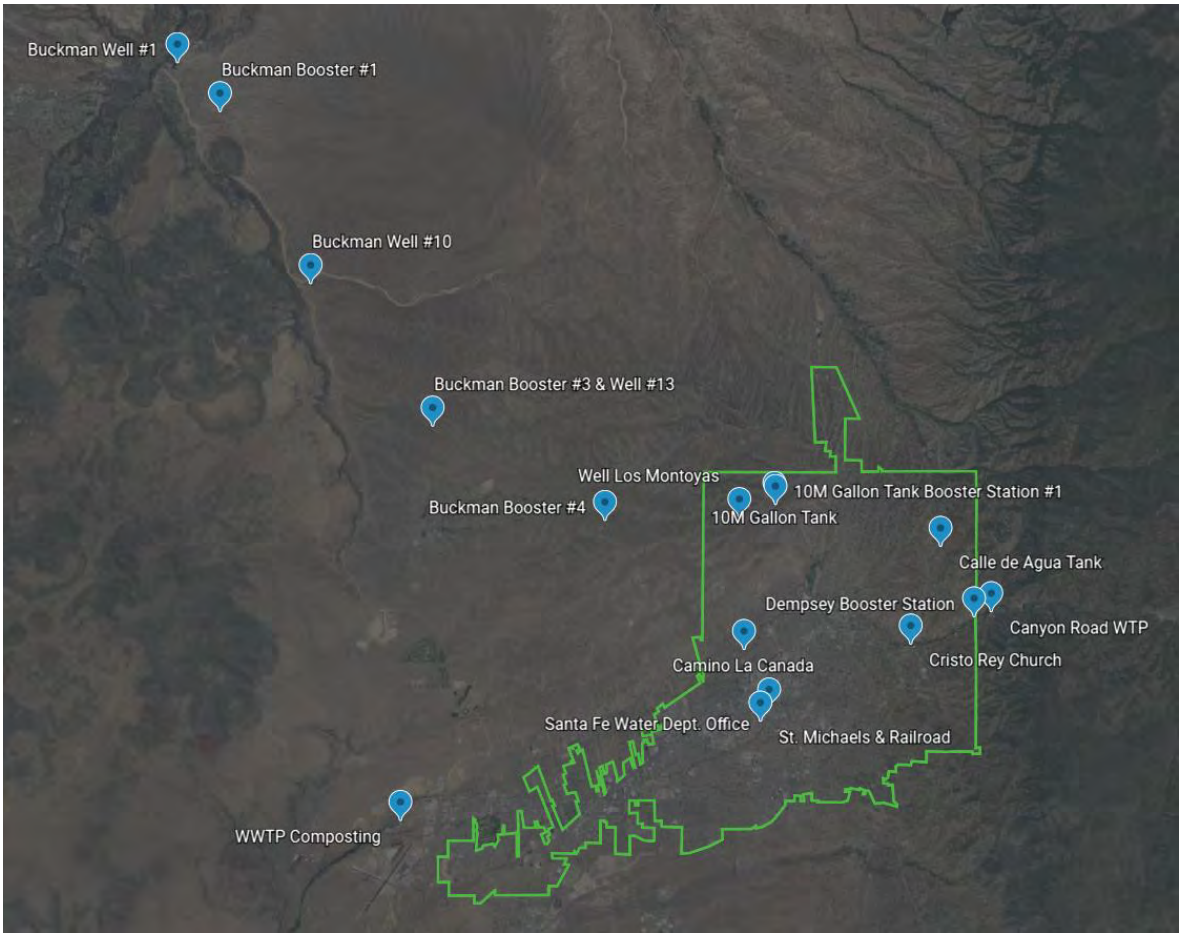


Figure 3: Public Utility IGA Facilities

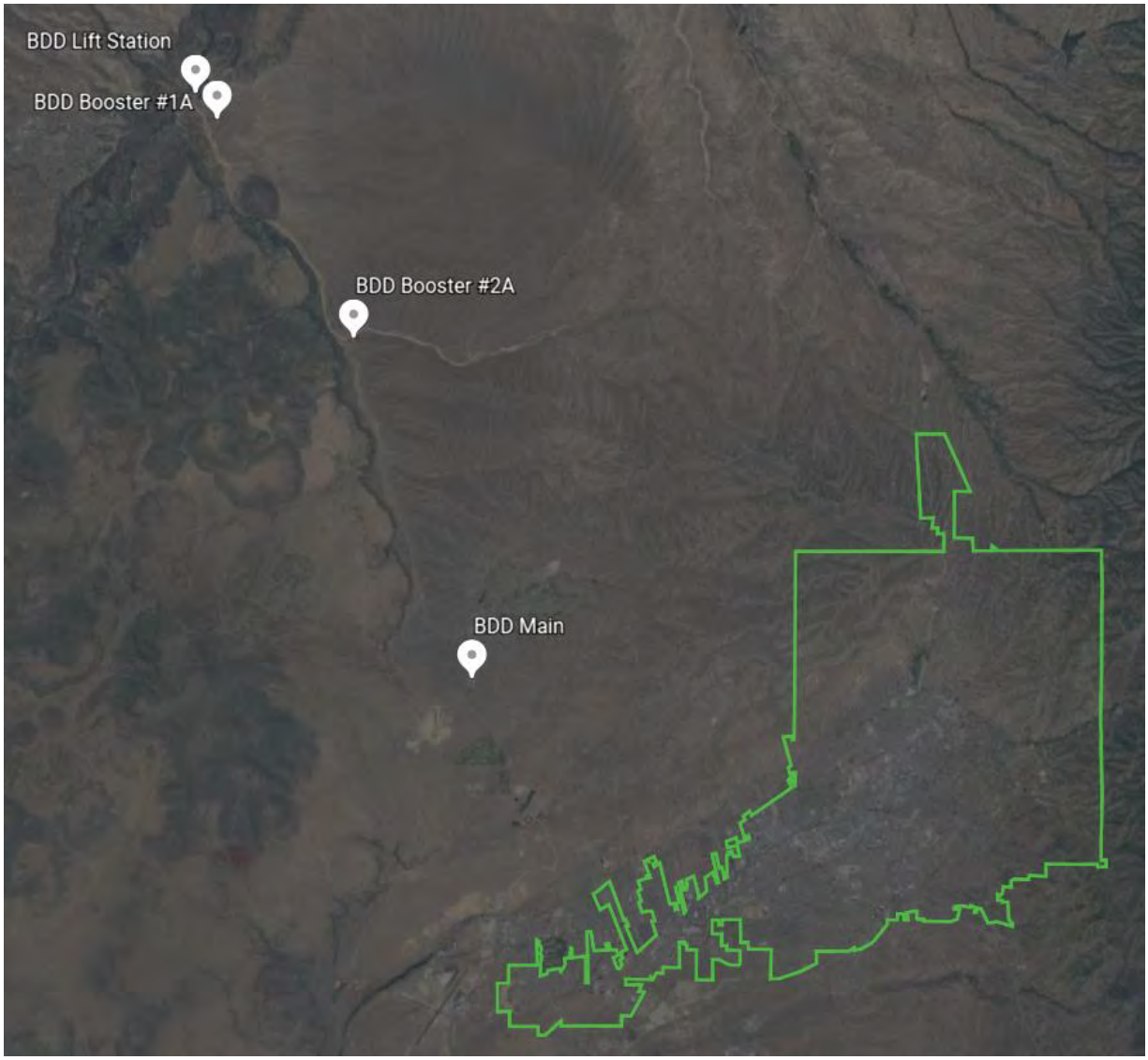


Figure 4: Buckman Diversion District (BDD) IGA Sites

To initiate the project, the COSF provided some of the critical basic information for the IGA facilities in the form of the IGA Facility Workbook which can be found in **Appendix A**. The facilities included in the IGA have total combined gross area of 1,023,900 ft^2 as shown in Table 5,
Table 6, and Table 7. These facilities have been divided by City, Water Utilities and BDD.

Table 5: City of Santa Fe Facility List

Facility No.	Site	Gross Area (ft^2)	Year Built / Renovated
01	Bicentennial / Alto Park Complex	33,500	1976/2005, 2015, 2019
02	Fire Station #2	13,000	N/A
03	Fire Station #8	10,500	2006
04	Fort Marcy Recreation Complex	26,000	1982
05	Genoveva Chavez Community Center	155,300	1999
06	La Familia Medical Center	25,000	1995
07	Municipal Recreation Complex	19,000	1996
08	Police Dept – Admin	30,000	1984
09	Public Library – Main	28,000	1940
10	Public Library – Southside	26,000	2004
11	Salvador Perez Swimming Pool	17,000	1950
12	Sandoval Parking Garage Lot B	130,000	1988
13	Santa Fe Convention Center	72,000	2008
14	Santa Fe Regional Airport	22,500	1956
15	Siler Complex	44,100	1988
16	Siringo Complex	35,500	1950/1995
17	Southside Transit Center	8,900	1999
18	Transit Administration	25,200	1998
Total		721,500	-----

Table 6: Water Division Facility List

Facility No.	Site	Gross Area (ft^2)	Year Built / Renovated
19	Canyon Road Water Treatment Plant	21,300	1974
20	Santa Fe Water Division Office	28,700	1950/2004
21	WWTP	177,400	1961/1982/1998/2008
22	10M Gallon Tank	-----	NA
23	10M Gallon Tank Booster Station #1	-----	NA
24	Buckman Booster Station #1	-----	NA
25	Buckman Booster Station #3 & Well #13	-----	NA
26	Buckman Booster Station #4	-----	NA
27	Buckman Well #1	-----	NA
28	Buckman Well #10	-----	NA
29	Calle De Agua Tank	-----	NA
30	Camino La Canada	-----	NA
31	Cristo Rey Church Pump	-----	NA
32	Dempsey Booster Station	-----	NA
33	St Michaels & SF Railroad	-----	NA
34	Well Los Montoyas	-----	NA
Total		227,400	-----

Table 7: Buckman Direct Diversion (BDD) Facility List

Facility No.	Site	Gross Area (ft^2)	Year Built / Renovated
35	BDD Main	75,000	2010
36	BDD Booster Station #1A	-----	NA
37	BDD Booster Station #2A	-----	NA
38	BDD Lift Station	-----	NA
Total		75,000	-----

IMPORTANT NOTE:

At the COSF's direct request, the project scope was focused towards the implementation of renewable energy and LED lighting upgrades. For completeness of the IGA, Yearout Energy performed an abbreviated field survey of the existing heating, ventilation, and air conditioning (HVAC), domestic hot water (DHW) and other energy-consuming equipment including kitchen and swimming pool equipment to better understand overall building performance at a high-level. Since these systems were not included in the IGA scope of work, the following descriptions of these systems were kept concise. The field data collected included model numbers, serial numbers, and pictures of the general condition. Where available, either through the nameplate or serial number, we have tabulated the equipment manufacturing date. This data, along with additional information, is available in **Appendix C1**.

The majority of energy consumption at the pump houses and booster stations is via the operation of the pumps, therefore the descriptions of sites, including the HVAC systems, lighting, and plug loads have been kept concise and are available in appendices.

The City originally instructed YE to evaluate only the lighting at the Dewatering and Composing Buildings at the Wastewater Treatment Plant (WWTP). During the later stages of the IGA development the City requested YE add the entire WWTP to the lighting scope of work. Because of the large number of transformers and importance of the site to the City's infrastructure and operation, YE included a survey of the electric transformers. Due to the limited scope of work, limited time and travel restrictions of the Coronavirus YE conducted a full lighting and electric transformer survey and did not include surveys of the HVAC systems, plug loads, wastewater treatment equipment.

2.1 Bicentennial / Alto Park Complex



Facility Facts:

Facility Name	Bicentennial / Alto Park Complex
Street Address	1121 Alto St
City, State, Zip	Santa Fe, NM 87501
Gross Area (ft²)	
Pool	4,400
Senior Center	17,000
Head Start	12,100
Total	33,500
Year Built	
Pool	1993
Senior Center	1976
Head Start (Daycare)	-----
Avg. Daily Occupancy	
Swimming Pool (Staff / Visitors)	8 / 130
Head Start (Teachers / Students)	14 / 55
Senior Center (Approximate Full-Time staff / Visitors)	20 / 200

2.1.1 Facility Description

This facility includes a Head Start Daycare Center and Early Prevention, swimming pool, senior center, and ballparks for softball and soccer with concession stand.

The Head Start located on the south side and Early Prevention on the north side of a shared building. According to the city and the utility bills, Early Prevention vacated the building in November 2017. The city plans to reoccupy this area soon. The daycare center includes offices, classrooms, and a small commercial kitchen.



Figure 5: Aerial view of Bicentennial/Alto Park Complex

The swimming pool includes a reception desk, men's and women's locker rooms, a lifeguard office, and a small breakroom. An additional pump room with filters and a boiler room is located on the building perimeter. The swimming pool is outdoors and operates seasonally.

The senior center also houses the administration for senior affairs and includes office space and meeting rooms. Additionally, there is a lobby with TV, dining room, weight room, gaming room, computer room, and commercial kitchens. The first kitchen serves the visiting seniors' breakfast and lunch, while the second kitchen provides prepared food for the Meals on Wheels program. Each kitchen prepares an estimated 300 meals per day.

2.1.2 Hours of Operation

2.1.2.1 Swimming Pool

May-September 1st

Monday	6:00 am – 6:00 pm
Tuesday	6:00 am – 6:00 pm
Wednesday	6:00 am – 6:00 pm
Thursday	6:00 am – 6:00 pm
Friday	6:00 am – 6:00 pm
Saturday	6:00 am – 5:30 pm
Sunday	6:00 am – 5:30 pm

2.1.2.2 Senior Center

	Senior Center	**Kitchen**
Monday	8:00 am – 5:00 pm	5:00 am – 2:00 pm
Tuesday	8:00 am – 5:00 pm	5:00 am – 2:00 pm
Wednesday	8:00 am – 5:00 pm	5:00 am – 2:00 pm
Thursday	8:00 am – 5:00 pm	5:00 am – 2:00 pm
Friday	8:00 am – 5:00 pm	5:00 am – 2:00 pm
Saturday	–	–
Sunday	–	–

2.1.2.3 Head Start

Monday	7:00 am – 3:00 pm
Tuesday	7:00 am – 3:00 pm
Wednesday	7:00 am – 3:00 pm
Thursday	7:00 am – 3:00 pm
Friday	7:00 am – 3:00 pm
Saturday	–
Sunday	–

2.1.3 Building Envelope

2.1.3.1 Swimming Pool

This single-story building has high ceilings and an open corridor down the middle. There are two types of a roof on this building. Firstly, a flat built-up roof above the locker rooms with a modified bitumen rolled sheet exterior that is supported by steel joist with metal deck. The second is a sloped blue metal roof, located in the middle of the building above the lobby and behind the reception desk leading down the main corridor. The walls are 8” masonry concrete unit (CMU) blocks with an interior framed wall with sheetrock interior. The majority of windows throughout the building are double paned with metal frame, including a large window wall that leads out to the pool.

2.1.3.2 Senior Center

This building is single story with a handful of additions, including a dining room, commercial kitchens, food storage, and a computer room that is under construction. The roof on this building is a flat, built-up roof with a modified bitumen rolled sheet exterior and supported by steel joist with metal deck. The original exterior walls are most likely constructed with 2”x6” wood studs at 16” on center, filled with batt insulation. The exterior of the original building has a white brick veneer. The additions have metal stud walls filled with batt insulation and white stucco exterior. The majority of windows throughout the building are double paned. There are a pair of 2’x2’ and 4’x4’ skylights. The main entrance on the east side of the building is through a set of metal double-doors with windows. Auxiliary building entrances located around the building are single doors made of wood or metal.

2.1.3.3 Head Start

This building is a single story with an addition that includes a kitchen on the south side. The flat roof is covered with a sprayed-on urethane foam (SPUF) with a roof coating applied over foam and granules broadcast into the coating. According to the principal, this system was applied around five years ago. This roof structure is likely a metal deck supported by steel joist. Large cracks and punctures are allowing water into the roof system.



Figure 6: Roof at the Head Start

The exterior walls are most likely constructed with 2”x6” wood studs at 16” on center, filled with batt insulation. The exterior of the original building has a white brick veneer and tan stucco on the addition. Most windows throughout the building are double paned with vinyl exterior and wood frame on the exterior and interior. There are a handful of skylights that are 2’x2’ and 2’x4’. The largest area of infiltration/exfiltration is at the doors on all sides of the building. These doors would benefit from new weather-strip and door sweeps that would reduce energy consumption. Several penetrations and

openings are located around the perimeter walls and sealing these would reduce air infiltration/exfiltration and energy loss. We also recommend sealing approximately 40 feet of wall cracks.



Figure 7: Gaps in building envelope at Alto Complex

2.1.4 Lighting

2.1.4.1 Swimming Pool

Interior lighting in this area consists of mostly 1'x4' fixtures with two, 34W T-12 lamps in the common area's and men's locker room. 2'x2' fixtures illuminate the women's restrooms with two-lamp 32W 'U' lamps. Additionally, 2'x4' troffers with two 34W T-12 lamps are located in the office. Most of the space illumination is provided from the existing 34W T-12 lamps that make this building a good candidate for a lighting retrofit. Exit signs consist of 4W LED lamps. Most of the exterior illumination is via a wall pack fixture with one 70W high-pressure sodium lamp. There are no existing lighting controls or occupancy sensors in this building.

2.1.4.2 Senior Center

Most of the interior lighting consists of 1'x4' and 2'x4' grid troffers with two or three 32W T-8 lamps in the common areas, offices, dining area, and kitchens. The same 2'x4' grid troffers illuminate the restrooms with an additional vanity wall mounted 1'x4' grid troffer with two 32W T-8 lamps. The 6" recessed cans in the lobby have been retrofitted with 12W LED lamps. Most of the space illumination is from the existing 32W T-8 lamps that make this building a good candidate for a lighting retrofit. Most of the exterior illumination is via a wall pack fixture with one 70W high-pressure sodium lamp. Additional exterior lighting includes recessed canopy fixtures with one 100W high-pressure sodium lamp. Two exterior wall pack fixtures have 16W LED lamps. Exit signs consist of 4W LED lamps. There are no existing lighting controls or occupancy sensors in this building.

2.1.4.3 Head Start

The majority of interior lighting consists of 1'x4' wrap around fixtures with two or three 34W T-12 lamps in the common areas, offices, and classrooms. The restroom illumination is by the same 1'x4' wrap around fixtures. In the hallway, there is track lighting with one 23W compact fluorescent lamp. Most of

the space illumination is from existing 34W T-12's lamps that make this building a good candidate for a lighting retrofit. The exit signs were previously retrofitted with 4W LED lamps. Typical exterior lighting illumination is achieved by wall pack fixtures with one each of a 70W, 100W, or 150W high-pressure sodium lamp. Additional exterior lighting includes recessed canopy fixtures with one 100W high-pressure sodium lamp. There are no existing lighting controls or occupancy sensors in the building.

Refer to **Appendix D1** for a lighting fixture inventory.

2.1.5 HVAC Equipment

The Heating, Ventilation, and Air Conditioning (HVAC) systems are comprised of single-zone packaged rooftop units (RTU) with DX cooling and natural gas heating. The kitchen includes a commercial hood with an exhaust and make-up air unit (MUA).

A list of equipment is tabulated in **Appendix C1**.

2.1.6 Plug Loads

2.1.6.1 Swimming Pool

The plug loads associated with this building vary by space type. Located in the Lifeguards' Office are office plug loads such as computers, monitors, and printers. The kitchen/breakroom equipment includes a refrigerator, microwave, and water cooler.

2.1.6.2 Head Start

The plug loads associated with this building vary by space type and are typical for a daycare center. There are office plug loads such as computers, monitors, and printers are located in a couple of offices and the reception desk. There is a small size commercial kitchen that includes a stove and an oven, which run on natural gas. Additional equipment present are a dishwasher, hot plates, and a refrigerator. The remainder of the rooms are classrooms, a laundry room and some office spaces.

2.1.6.3 Senior Center

The plug loads associated with this building vary by space type. The office has plug loads such as computers, monitors, and printers are present. The kitchen equipment is for a commercial setting, including stoves, an oven, that typically run of natural gas. Additional equipment includes dishwashers, hot plates, and a refrigerator. The multipurpose room has a bingo machine electric display board. There is also a small weight room in the facility.

Refer to **Appendix C3** for detailed plug load inventory and plug load power densities.

2.1.7 Domestic Hot Water

The domestic hot water (DHW) system is a small portion of the energy consumption and units are located in a mechanical closet and include a tank natural gas heater that varies by size. The available data collected during the field survey are tabulated in **Appendix C1**.

2.1.8 Other

2.1.8.1 Swimming Pool

The facility includes a swimming pool water heater, pumps, and filtration system.

2.1.8.2 Senior Center

This facility includes two commercial kitchens. One serves the walk-in residents of the city and the other supports the Meals on Wheels program. These include typical commercial kitchen equipment for food preparation and storage, including a walk-in refrigerator.

2.1.8.3 Head Start

This facility includes a small commercial kitchen.

2.2 Fire Station #2

Facility Facts:

Facility Name	Fire Station #2
Street Address	5750 Alameda Frontage Road
City, State, Zip	Santa Fe, NM
Gross Area (ft^2)	13,000
Year Built	Currently in Pre-Construction Phase
Avg. Daily Occupancy	

2.2.1 Facility Description

This facility is not yet built, and the City has put the construction of the building on hold.

2.3 Fire station #8



Facility Facts:

Facility Name	Fire Station #8
Street Address	6796 Jaguar Dr
City, State, Zip	Santa Fe, NM 87507
Gross Area (ft²)	10,500
Year Built	2006
Avg. Daily Occupancy	------

2.3.1 Facility Description

Fire Station #8 is located at 6796 Jaguar Drive and covers the far southwest border of the city. It houses one fire truck and an ambulance in the garage. The facility also includes sleeping quarters, a kitchen, a lounge, an exercise room, and the captain's office.



Figure 8: Aerial View of Fire Station #8

2.3.2 Hours of Operation

Monday	24 hours
Tuesday	24 hours
Wednesday	24 hours
Thursday	24 hours
Friday	24 hours
Saturday	24 hours
Sunday	24 hours

2.3.3 Building Envelope

There are two types of the roof on this building. Firstly, a flat built-up roof above the fire truck garage and training room with a modified bitumen rolled sheet exterior and supported by steel joists with metal deck. The second is a sloped, 24-gauge butler-style standing seam roof supported by purlins spaced at approximately five-foot centers located above the living areas. Typically, the panels are clipped to the purlins and seamed mechanically leaving no exposed fasteners. In some locations, panels

are fastened through the panels into the purlins. The exposed fasteners, curbs, roof penetrations, and horizontal seams have been sealed with an unknown coating that appears to be in good condition.



Figure 9: Fire Station #8 Roof

The exterior walls are most likely metal studs at 16” on center, filled with batt insulation covered by a brown stucco exterior and a sheetrock interior. Most windows throughout the building are double paned with a metal frame. There are several 2’x’2’ and 4’x4’ skylights above the living areas that penetrate the sloped metal roof. Located above the fire truck garage are nine 2’x6’ skylights. The main public entrance is at the north side of the building through a metal-framed door with large window sections. An additional door is located on the east side and accessed from the parking lot. Auxiliary entrances located around the building are single doors made of wood or metal. The largest area of infiltration/exfiltration is at the doors on all sides of the building. These doors would benefit from new weather-strip and door sweeps that would reduce energy consumption.



Figure 10: Gaps in building envelope at Fire Station #8

2.3.4 Lighting

Interior lighting consists mostly of various types of 1’x4’ fixtures with two or three 32W T-8 lamps in the common areas, offices, and dormitory. Restrooms are illuminated by 1’x2’ vanity mounted fixtures, with one 24W T-5 lamp. Also, in this area are 6” recessed cans, with one, triple tube 42W compact

fluorescent lamp. Most of the space illumination is provided from the existing 32W T-8 lamps making this building a good candidate for a lighting retrofit. Exit signs fixtures consist of 4W LED lamps. Wall switches with occupancy sensors are typically found in restrooms, Storage, and housekeeping rooms. Typical exterior lighting is illuminated by a wall pack fixture with one 70W or 100W metal halide lamp. Additional exterior lighting includes bollards with one 100W high-pressure sodium lamp.
Refer to **Appendix D1** for a lighting fixture inventory.

2.3.5 HVAC Equipment

This building is conditioned by rooftop units (RTU) with DX cooling and natural gas heating and natural gas furnace. There is an additional split system that conditions the computer/communication room.

Additional information is available in **Appendix C1**.

2.3.6 Plug Loads

The plug loads associated with this building vary by space type. There is a dorm area with individual rooms. The Chief's Office includes plug loads such as a computer, monitors, and printer. The kitchen equipment includes a gas range and oven along with three refrigerators. The multipurpose/lounge room includes several large TVs and a computer station. There is also a small weight room that includes an elliptical machine and two treadmills.

Refer to **Appendix C3** for detailed plug load inventory and **Appendix D3** plug load power densities.

2.3.7 Domestic Hot Water

The domestic hot water (DHW) system is a small portion of the energy consumption and units are in a mechanical closet and include a tank and natural gas heater. The available data collected during the field survey are tabulated in **Appendix C1.**

2.3.8 Other

An exhaust system above the garage removes exhaust from the truck and ambulance.

2.4 Fort Marcy Recreation Complex



Facility Facts:

Facility Name	Fort Marcy Recreation Complex
Street Address	490 Bishops Lodge Rd
City, State, Zip	Santa Fe, NM 87501
Gross Area (ft²)	26,000
Year Built	1982
Avg. Daily Occupancy Full-Time Staff / Part-Time Staff / Visitors	5 / 3 / 1,800 per Week

2.4.1 Facility Description

The Fort Marcy Recreation Complex is located at 490 Bishops Lodge Road in Santa Fe, NM 87501. This complex is 26,000 Square Feet (SQF) and incorporates the following main areas:

- Community room
- Gymnasium
- Racquetball courts
- Weight/cardio room
- 25-yard pool
- Adjacent park with multiple fields, playgrounds, putting green

Additional spaces include closed and open cubical office spaces, mechanical and electrical rooms, and locker rooms. This building was under renovations during this IGA that included a major upgrade in the HVAC equipment.



Figure 11: Aerial View of Fort Marcy Recreation Complex

2.4.2 Hours of Operation

Monday	6:00 am – 8:30 pm
Tuesday	6:00 am – 8:30 pm
Wednesday	6:00 am – 8:30 pm
Thursday	6:00 am – 8:30 pm
Friday	6:00 am – 8:30 pm
Saturday	8:00 am – 4:00 pm
Sunday	9:00 am – 3:45 pm

2.4.3 Building Envelope

The roof is supported by a metal deck over steel joists and trusses. It has batt insulation in the ceiling space and a modified bituminous cover. The exterior walls are concrete masonry unit (CMU) blocks with a tan stucco exterior and built out sheetrock interior. Most windows throughout the building are double paned with aluminum frame. The office area underwent a renovation a few years ago. Above the swimming pool area where the roof steps there are sloped window walls. Additionally, located over the gymnasium are twelve skylights.



Figure 12: Existing Roof above Fort Marcy Recreation Center Swimming Pool

The main entrance on the south side of the building is through a set of double sliding doors with a storefront window wall with a metal frame. Additional aluminum double doors are located at the entrance to the offices. Auxiliary entrances located around the building are single doors made of wood

or metal. The largest area of infiltration/exfiltration is at the doors on all sides of the building. These doors would benefit from new weather-strip and door sweeps that would reduce energy consumption. Several penetrations and blank openings are located around the perimeter walls and sealing these would reduce air infiltration/exfiltration and energy loss.




Figure 13: Gaps and openings in building envelope at the Fort Marcy Recreation Complex

2.4.4 Lighting

Interior lighting in the open and closed offices consists of 2'x4' grid troffers with three or four32W T-8 lamps, and 1'x4' wrap around fixtures with two 32W T-8 lamps. The pool area is retrofitted with 1'x4' fixtures with four 14W LED lamps. The gymnasium is illuminated mostly by high bay fixtures with six 54W T-5 lamps and additional 2'x4' grid troffers with LED lamps. The locker room fixtures are vapor tight 1'x4' with two 32W T-8 lamps. The restrooms include 2'x4' grid troffers with four 32W T-8 lamps and 6" recessed cans with 12W LED lamps. The majority of the space illumination is provided from the existing T-8 lamps making this building a good candidate for a lighting retrofit. Wall switches with occupancy sensors are found in the family locker room. Exterior lighting is provided by a wall pack fixture with one 70W high-pressure sodium (HPS) lamp, or a shoebox fixture with a 250W HPS lamp. Additional exterior lighting includes bollards, with a single, 100W HPS lamp. 12" square recessed fixtures with 70W HPS lamp.

Refer to **Appendix D1** for a lighting fixture inventory.

2.4.5 HVAC Equipment

A large air handler unit (AHU) with a chiller/boiler hydronic system conditions the gymnasium. Additional rooftop units (RTU) with DX cooling and natural gas heating condition the additional spaces.

2.4.6 Plug Loads

The plug loads associated with this building vary by space type. Typical office plug loads include computers, monitors, and printers. A break room includes a coffee machine, refrigerator, and toaster. There are additional fitness rooms with multiple stationary bicycles, elliptical machines, steppers, and a treadmill.

Refer to **Appendix C3** for detailed plug load inventory and **Appendix D3** plug load power densities.

2.4.7 Domestic Hot Water

The domestic hot water (DHW) system is located in a mechanical closet and includes a tank natural gas heater. The available data collected during the field survey are tabulated in **Appendix C1.**

2.4.8 Other

The facility includes a pool water heating system, pumps, and filtration system.

2.5 Genoveva Chavez Community Center (GCCC)



Facility Facts

Facility Name	Genoveva Chavez Community Center
Street Address	3221 Rodeo Rd
City, State, Zip	Santa Fe, NM 87507
Gross Area (ft²)	155,300
Year Built	1999
Avg. Daily Occupancy Full-Time Staff / Visitors	34 / 100,000 per Year

2.5.1 Facility Description

Located at 3221 Rodeo Road in Santa Fe, NM 87505 is the Genoveva Chavez Community Center (GCCC). This complex is just over 155,000 square feet (SQF) and incorporates four main activities:

- Ice arena with full-size NHL rink.
- Gymnasium with three basketball courts and an elevated running track.
- Natatorium that includes a competition Olympic-size pool, leisure pool, therapy pool, and spa.
- Fitness center incorporating weight room, aerobics classroom, and two racquetball courts.



Figure 14: Aerial View Genoveva Chavez Community Center

Additional areas include office space, a large community room that can be rented for events, multiple locker rooms, and a concession stand.

The building is two stories high with a large open corridor separating the ice rink on the north and the natatorium on the south. The main entrance, office area, and community room are located at the beginning of this corridor, on the west side of the building. At the end of the corridor are the gymnasium, fitness area, and racquetball courts.





Figure 15: Inside of Genoveva Chavez Community Center

During the IGA, the city was conducting several upgrades to the building HVAC system including the dehumidification system, ice rink chiller, and pool water system.

2.5.2 Hours of Operation

	Staff	Building	Ice Arena	Pool
Monday	5:00 am – 12:00 pm	5:30 am – 9:45 pm	8:00 am — 10:30 pm	5:30 am – 9:00 pm
Tuesday	5:00 am – 12:00 pm	5:30 am – 9:45 pm	6:00 am — 10:30 pm	5:30 am – 9:00 pm
Wednesday	5:00 am – 12:00 pm	5:30 am – 9:45 pm	6:00 am — 10:30 pm	5:30 am – 9:00 pm
Thursday	5:00 am – 12:00 pm	5:30 am – 9:45 pm	6:00 am — 10:30 pm	5:30 am – 9:00 pm
Friday	5:00 am – 12:00 pm	5:30 am – 7:45 pm	6:00 am — 6:30 pm	5:00 am – 7:30 pm
Saturday	–	8:00 am – 7:45 pm	8:30 am — 8:15 pm	10:00 am – 5:50 pm
Sunday	–	9:00 am – 5:45 pm	9:30 am — 4:00 pm	9:00 am – 5:50 pm

2.5.3 Building Envelope

The main sloped, standard seam metal roof has a minimum of 4" polyurethane foam over the structural metal deck a steel truss or joist and with an estimated R-35 value depending on foam thickness. Additionally, the flat roofs have a polyurethane foam system exterior over ½" gypsum board and supported by metal deck over steel joist with an estimated R-35 value depending on foam thickness. Typical exterior walls are constructed of 8" or 12" concrete masonry unit (CMU) blocks with a 3" insulation board covered with stucco exterior and 5/8" gypsum board interior. These walls have an estimated R-19 batt insulation value. The exterior walls for the mechanical rooms, located on the east side of the building are 8" CMU blocks. The majority of windows throughout the building are double paned with tint and aluminum or metal frame. Located on the perimeter of the pool and ice rink are large window walls. Located above the gymnasium are 6'x10' skylights and above the administration area, there are 4'x4' skylights. The main entrance on the east side of the building has multiple double doors with large glass portions. Additional auxiliary entrances located around the building are single doors made of wood or metal. These are areas of infiltration/exfiltration and would benefit from new sweeps and weather stripping.

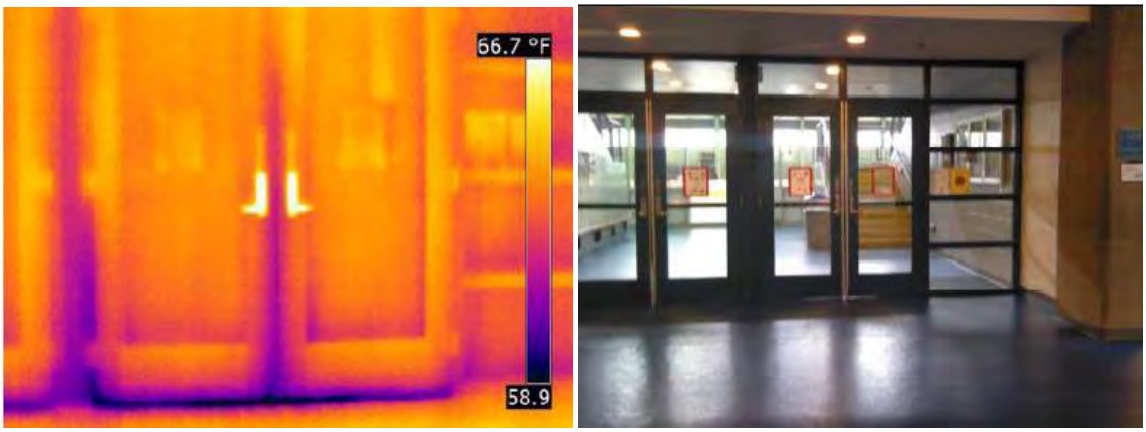


Figure 16: Thermal imaging and photos of building envelope issues

Dry cool air from the hockey rink is mixing with hot humid air from the swimming pool in the corridor. This is causing condensation in several areas. This is most likely due to air gaps between the corrugated roof deck that did not get filled during the original construction.

2.5.4 Lighting

Wall pack fixtures with two 32W lamps, 6" recessed cans with one 32W lamp, and cylindrical downlight fixtures with a 250W metal halide (MH) lamp illuminate the atrium that runs down the middle of the building. Interior lighting in the open and closed offices consists of 2'x4' grid troffers with three 32W T-8 lamps, 1'x4' wrap around fixtures with two 32W T-8 lamps, and 6" recessed cans with a single 32W lamp. The pool area lighting has numerous fixture types that include floodlights with 90W LED lamps, indirect floodlights with either a 400W or 1000W metal halide lamp. 10" cylinder fixtures, 400W metal halide lamp, and numerous 1'x4' high bay fixtures with four 54W T-5 lamps illuminate the hockey rink. High bay 1'x4' fixtures also illuminate the gymnasium along with 6" recessed cans with 32W compact

fluorescent lamps (CFL). In the fitness area you will find high bay fixtures with 400W MH lamps, 2'x4' grid troffers with three 32W T-8 lamps, and 6" recessed cans with 32W CFL's. The locker rooms have numerous fixture types that include 1'x4', 1'x2', 1'x1' and 6" cans. A large amount of the space illumination is provided by T-8 and MH lamps which make this building a good candidate for a lighting retrofit. The exterior is illumination varies with surface mounted or recessed fixtures with a 70W, 175W, or 400W metal halide lamp. Additional fixtures include pole-mounted fixtures with 400W MH lamps. There are no existing lighting controls or occupancy sensors in this building.

Refer to **Appendix D1** for a lighting fixture inventory.

2.5.5 HVAC Equipment

Most of the space is served by multiple air handler units (AHU) with evaporative cooling and natural gas heating located on the roof. The pool area has two new large dehumidification units. The office space is conditioned by packaged rooftop units with DX cooling and natural gas heating. There is also a dedicated dehumidification unit for the hockey rink. A couple of split systems provide dedicated air conditioning for the IT/communication rooms. The kitchen includes a commercial hood with an exhaust and make-up air unit (MUA).

Additional information is available in **Appendix C1**.

2.5.6 Plug Loads

The plug loads associated with this building vary by space type. There are office plug loads such as computers, monitors, and printers. A break room includes multiple coffee machines, a refrigerator, and a toaster. There is a concession stand with commercial kitchen equipment. There are several fitness rooms with multiple stationary bicycles, elliptical machines, steppers, and treadmills. There are also two dedicated server rooms with switchboards.

Refer to **Appendix C3** for detailed plug load inventory and **Appendix D3** plug load power densities.

2.5.7 Domestic Hot Water

The domestic hot water (DHW) system includes a large gas heater and two storage tanks. The available data collected during the field survey are tabulated in **Appendix C1.**

2.5.8 Other

2.5.8.1 Swimming Pool

The facility includes several dedicated pool water heating systems, pumps, and filtration.

2.5.8.2 Hockey Rink

A dedicated system for the hockey rink includes a water filtration system, two large chillers, multiple pumps, and a cooling tower. An electric Zamboni conditions the ice surface.

2.5.8.3 Carport Solar PV System

A solar carport system operates on the two electric utility accounts serving this site. This includes a 528kW DC system connected to the larger account and 96kW DC system to the smaller account. The system had a decline in production at the end of 2016 when production went from 48,120 kWh in November to 9,440 kWh the following month. The average monthly production thereafter was 7,000 kWh per month for the following years. A report provided by the installer, Affordable Solar, is available in **Appendix E1**. YE reviewed this report and the system independently. The main causes of the reduction in PV system production are the electric panel breakers tripping and inverter failures. Recently, the system production has been temporarily limited so not to trip the breakers. This has increased the production from the prior breaker tripping, but the system is far below full capacity production, and this is not a desirable long-term solution. The reduced solar production caused an increase in grid provided consumption and the utility company, PNM, changed the rate for account 115447884-1174415-5 in early 2019 from 2A to 3B, a less advantageous rate for solar production.



Figure 17: Aerial view of GCCC

2.6 La Familia Medical Center



Facility Facts:

Facility Name	La Familia Medical Center
Street Address	1035 Alto St
City, State, Zip	Santa Fe, NM 87501
Gross Area (ft²)	25,000
Year Built	1995
Avg. Daily Occupancy Full-Time Staff / Part-Time Staff / Visitors	50 / 10 / 150

2.6.1 Facility Description

This facility is a non-emergency community medical center and contains medical and health-related accommodations, including examination rooms, nursing stations, medical and billing records and supporting staff offices.



Figure 18: Aerial View of La Familia Medical Center

2.6.2 Hours of Operation

Monday	7:00 am – 6:00 pm
Tuesday	7:00 am – 6:00 pm
Wednesday	7:00 am – 6:00 pm
Thursday	7:00 am – 6:00 pm
Friday	7:00 am – 6:00 pm
Saturday	8:00 am – 3:00 pm
Sunday	–

2.6.3 Building Envelope



Figure 19: Exterior of La Familial Medical Center

The roof is supported by metal deck over steel joists and trusses with batt insulation in the ceiling space and a white TPO cover. The exterior walls are constructed with metal studs on 16" spacing with batt insulation in between a tan stucco exterior and built out sheetrock interior. The majority of windows throughout the building are double paned with aluminum frame. There is a window wall storefront entrance of the main parking lot with double doors. The main entrance on the east side of the building is through a set of metal double-doors. Auxiliary entrances located around the building are single doors made of wood or metal. The largest area of infiltration/exfiltration is at the doors on all sides of the building. These doors would benefit from new weather-strip and door sweeps that would reduce energy consumption. Several penetrations and openings are located around the perimeter walls and sealing these would reduce air infiltration/exfiltration and energy loss. Some windows would benefit from a resealing.



Figure 20: Flaws in building envelope at La Familia Medical Center

2.6.4 Lighting

6” recessed cans with one 70W metal halide (MH) lamp illuminate the entrance vestibule that leads into the lobby, which contains 8” recessed cans and two 26W compact fluorescent lamps (CFL). Offices and exam rooms, and the majority of the building space, are illuminated with 1’x4’ or 2’x4’ grid troffers with two or three 32W T-8 lamps. These T-8 fixtures make this building a good candidate for a lighting retrofit. Exit sign fixtures consist of 4W LED lamps. Typical exterior lighting is illuminated by a wall pack fixture with two or three 26W tube lamps. Additional exterior lighting includes recessed fixtures that are 6” cans with 50W metal halide (MH) lamps or 10” cans with a 100W MH lamp.

Refer to **Appendix D1** for a lighting fixture inventory.

2.6.5 HVAC Equipment

The Heating, Ventilation, and Air Conditioning (HVAC) systems comprise of single-zone packaged rooftop units (RTU) with DX cooling and natural gas heating. Additional split system conditions the computer server/communications rooms.

A list of equipment is tabulated in **Appendix C1**.

2.6.6 Plug Loads

The plug loads associated with this building vary by space type and are typical for medical examination and administration. There are office plug loads such as computers, monitors, and printers. Multiple breakrooms equipment includes coffee machines, microwaves, stoves, various size refrigerators, and water coolers. There are several server rooms with switches.

Refer to **Appendix C3** for detailed plug load inventory and **Appendix D3** plug load power densities.

2.6.7 Domestic Hot Water

The domestic hot water (DHW) system is a small portion of the energy consumption and units are typically located in a mechanical closet and include a tank natural gas heater that varies by size. The available data collected during the field survey are tabulated in **Appendix C1.**

2.6.8 Other

An office and several rooms contain a small portion of the city IT department that includes computer equipment and servers.

2.7 Municipal Recreation Complex



Facility Facts:

Facility Name	Municipal Recreation Complex
Street Address	205 Caja Del Rio
City, State, Zip	Santa Fe, NM 87507
Gross Area (ft²)	
Administration	1,500
Clubhouse	11,500
Maintenance	6,000
Total	19,000
Year Built	1996
Avg. Daily Occupancy	
Maintenance Full-Time/ Seasonal / Administration / Golf Rounds / League participants	6 / 6/ 2 / 35,000 rounds per Year / 3,500 per Year

2.7.1 Facility Description

The Municipal Recreation Complex (MRC) includes the 27-hole Marty Sanchez Links de Santa Fe golf course along with a clubhouse, administration building, and groundkeepers' work sheds. Also included are the nearby softball, soccer, and rugby fields and pumphouses for the golf course and playfields. The clubhouse includes a restaurant, pro shop, and golf cart parking.



2.7.2 Hours of Operation

	Golf Course	Administrative Office	Maintenance Crew
Monday	6:00 am – Dusk	8:00 am – 5:00 pm	6:00 am – 2:00 pm
Tuesday	6:00 am – Dusk	8:00 am – 5:00 pm	6:00 am – 2:00 pm
Wednesday	6:00 am – Dusk	8:00 am – 5:00 pm	6:00 am – 2:00 pm
Thursday	6:00 am – Dusk	8:00 am – 5:00 pm	6:00 am – 2:00 pm
Friday	6:00 am – Dusk	8:00 am – 5:00 pm	6:00 am – 2:00 pm
Saturday	–	–	–
Sunday	–	–	–

2.7.3 Building Envelope

2.7.3.1 Clubhouse

The roof is supported by metal deck over steel joists and trusses and has batt insulation in the ceiling space and a built-up roof with modified bitumen cover. The exterior walls are constructed with metal studs on 16” spacing with batt insulation in between a light tan stucco exterior and a built-out sheetrock interior. The majority of windows throughout the building are double paned with aluminum frame. The entrances of the building are through metal doors with a large glass section.

2.7.3.2 Administration Building

Although access to the roof was not available during the audit, the roof is most likely supported by wood deck over trusses with batt insulation in the ceiling space and a built-up, modified bituminous exterior.

The exterior walls are 2”x6” wood studs at 16” on center, filled with batt insulation, a stucco exterior, and sheetrock interior. The windows throughout the building are double paned. There are a few fiberglass skylights. The main entrance on the south side of the building is through a metal door with a large glass portion.

2.7.3.3 Maintenance Building

This premanufactured metal building has a sloped roof with 24-gauge R-panel over steel purlins on approximately five centers. and large roll-up doors on the southside. Insulation is typical for this type of building and located in the walls and roof.

The largest area of infiltration/exfiltration is at the doors on all sides of the building. These doors would benefit from new weather-strip and door sweeps that would reduce energy consumption. Several penetrations and blank openings are located around the perimeter walls and sealing these would reduce air infiltration/exfiltration and energy loss.

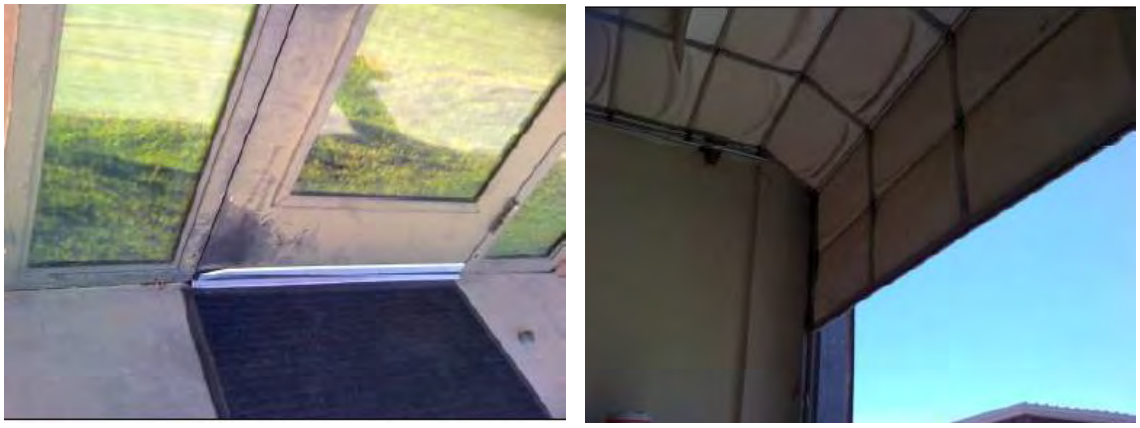


Figure 21: MRC building envelope issues

2.7.4 Lighting

2.7.4.1 Administration Building

The majority of interior lighting consists of 1'x4' or 2'x4' grid troffers with two or four three 34W T-12 lamps in the lobby, offices, and conference room. The restroom's illumination is provided by 1'x4' wrap around fixtures with the same T-12 lamps. The majority of the space illumination is from 34W T-12's lamps which make this building a good candidate for a lighting retrofit. Exterior lighting illumination is by wall sconce fixtures with 60W incandescent lamps.

2.7.4.2 Maintenance Building

1'x8' fixtures with two 59W or 110W T-12 lamps illuminate the open shop area. 2'x4' grid troffers illuminate the office and break area with four 34W T-8 lamps. The T-12's lamps that make this building a good candidate for a lighting retrofit. Exterior lighting illumination is by wall pack fixtures with 150 and 250W metal halides (MH) lamps. There are no existing lighting controls or occupancy sensors in the building.

Refer to **Appendix D1** for a lighting fixture inventory.

2.7.4.3 Clubhouse

Multiple track lights with 18W compact fluorescent lamps (CFL) light most of the pro shop. Either 4" recessed cans illuminate the bar and lounge area with 11W CFL or 8" recessed cans with 32 CFL lamps. 1'x4' vapor tight fixtures illuminate the cart barn with two 32W T-8 lamps. Typical exterior illumination is provided by various types of fixtures that include shoeboxes with 100W LED lamps and 70W metal halide (MH) lamps, along with floodlights with two 150W incandescent lamps and surface canopy 50W MH lamps.

2.7.5 HVAC Equipment

2.7.5.1 Clubhouse

This building conditioned by multiple rooftop units (RTU) with DX cooling and natural gas heating.

2.7.5.2 Administration Building

This building is conditioned by evaporative cooling and heated by a natural gas furnace.

2.7.5.3 Maintenance Building

This building is conditioned by evaporative cooling and natural gas radiant heating.

A list of equipment is tabulated in **Appendix C1**.

2.7.6 Plug Loads

2.7.6.1 Administration Building

The plug loads associated with this building vary by space type. There are office plug loads such as computers, monitors, and printers. The breakroom equipment is a microwave, refrigerator, and water cooler. The conference room has a large TV.

2.7.6.2 Clubhouse

The plug loads associated with this building vary by space type. There is a restaurant with an open sitting area with a bar and an open dining area with multiple TVs all served by a commercial kitchen. There are several small offices with typical plug loads such as computers, monitors, and printers. There is also a pro shop with several cashiers.

Refer to **Appendix C3** for detailed plug load inventory and **Appendix D3** power densities.

2.7.7 Domestic Hot Water

The domestic hot water (DHW) system is a small portion of the energy consumption, and units are typically located in a mechanical closet and include a tank natural gas heater that varies by size. The available data collected during the field survey are tabulated in **Appendix C1.**

2.7.8 Other

Clubhouse

The clubhouse has a commercial kitchen with exhaust hood system and makeup air unit along with walk-in freezer and refrigerator.

"Great 28 Golf Course" Pump House

Water supplied from the wastewater treatment plant is stored in a pond. Adjacent to this pond is a small building the houses four pumps; three of these have 100HP electric motors and the fourth with a 40HP motor. These pumps serve the irrigation system that waters the golf course.

"Hill Pond Soccer" Pump Station

Located above the soccer fields, next to a water storage pond is a pumphouse with two pumps with 60HP electric motors.

2.8 Police Department – Administration



Source: Google Earth

Facility Facts:

Facility Name	Police Department Administration
Street Address	2515 Camino Entrada
City, State, Zip	Santa Fe, NM 87507
Gross Area (ft²)	30,000
Year Built Original / Remodel / Remodel / Addition	1984 / 2008 / 2011 / 2014
Avg. Daily Occupancy Full-Time Staff / Part-Time Staff / Visitors	230 / 2 / 20-50

2.8.1 Facility Description

This facility operates as the main Police Department for the city and houses the Chief of Police's office on the second floor. Open to the public is a lobby with several reception windows. There are numerous offices, training rooms, and conference rooms throughout the facility along with evidence storage and several temporary holding cells. Constructed in 2014, the two-story addition on the east side includes mostly office space and conference rooms.



Figure 22: Aerial View of Police Department Administration

2.8.2 Hours of Operation

Monday	24 hours
Tuesday	24 hours
Wednesday	24 hours
Thursday	24 hours
Friday	24 hours
Saturday	24 hours
Sunday	24 hours

2.8.3 Building Envelope

The flat roof is supported by metal deck over steel joist and has batt insulation in the ceiling space. The original building was re-roofed in 2009 with a Tremco TPA membrane. In consultations with the manufacturer, the roof is under warranty and Tremco is recommending performing repairs on several locations where seams require re-welding and installing terminal bars are required. The building addition roof has a 60 mil TPO adhered system.



Figure 23: Building envelope issues at the Police Department Administration building roof

The exterior walls are metal studs at 16” on center, filled with batt insulation, a stucco exterior, and sheetrock interior. The majority of windows throughout the building are double paned with steel or aluminum frames. The main entrance on the west side of the building is through a set of metal double doors with large glass sections. Auxiliary entrances located around the building are single doors made of wood or metal. The largest area of infiltration/exfiltration is at the doors on all sides of the building. These doors would benefit from new weather-strip and door sweeps that would reduce energy consumption. Several penetrations and blank openings are located around the perimeter walls and sealing these would reduce air infiltration/exfiltration and energy loss.



Figure 24: Building envelope gaps at the Police Department Administration building

2.8.4 Lighting

Most of the interior space lighting consists of 2'x4' grid troffers with two or three 32W T-8 lamps in the office spaces, conference rooms, main hallways and corridors. The fitness room fixtures are 1'x8' with four 32W T-8 lamps. The locker rooms and restrooms also include 1'x4' wrap around fixtures with two 32W T-8 lamps along with the 2'x4' fixtures previously mentioned. 6" recessed cans illuminate the lobby with 26W compact fluorescent lamps (CFL). T-8 lamps make this building a good candidate for a lighting retrofit. Exit sign fixtures consist of 4W LED lamps. The exterior lighting consists of various fixtures including wall packs with 100W metal halide (MH) lamps, shoe boxes with 400W high-pressure sodium (HPS) lamps, and 8" and 10" recessed cans with 70W MH lamps. Wall switches with occupancy sensors are typically found in offices, conference rooms, and restrooms.

Refer to **Appendix D1** for a lighting fixture inventory.

2.8.5 HVAC Equipment

The Heating, Ventilation and Air Conditioning (HVAC) system for the original building comprises two multi-zone packaged rooftop units (RTU) with DX cooling and one smaller single zone unit with DX cooling and natural gas heating. The two larger units provide supply air to hydronic reheat boxes. The reheat boxes have hot water heating coils that are fed from two boilers located in a large mechanical closet. The newer addition is conditioned via single zone packaged rooftop units. There are several split systems that condition the IT/communication rooms.

A list of equipment is tabulated in **Appendix C1**.

2.8.6 Plug Loads

The plug loads associated with this building vary by space type. There are office plug loads such as computers, monitors, and printers. The multiple breakrooms' equipment includes coffee machines, microwaves, and refrigerators. Conference and training rooms have TVs and audiovisual equipment. There are several server rooms and small laboratories for evidence collection and examination. The second floor has a fitness room with an exercise bike, an elliptical machine, and a pair of treadmills. The following table summarizes the plug load power density using estimated equipment peak wattage.

Refer to **Appendix C3** for detailed plug load inventory and **Appendix D3** plug load power densities.

2.8.7 Domestic Hot Water

The domestic hot water (DHW) system is a small portion of the energy consumption, and units are typically located in a mechanical closet and include a tank natural gas heater that varies by size.

The available data collected during the field survey are tabulated in **Appendix C1.**

2.8.8 Other

None

2.9 Public Library – Main



Facility Facts:

Facility Name	Public Library – Main
Street Address	145 Washington Ave
City, State, Zip	Santa Fe, NM 87501
Gross Area (ft²)	28,000
Year Built	1940
Avg. Daily Occupancy	-----

2.9.1 Facility Description

Located in downtown Santa Fe, just off the main plaza, is the main Library. The upper, 2nd story, level is split between staff office spaces with a break room on the north and children's reading rooms on the south. The ground level houses most of the books with several reading and computer rooms, along with the front desk. Behind the front desk are several open office spaces, including return book sorting areas. In the basement are additional staff open and closed office spaces.

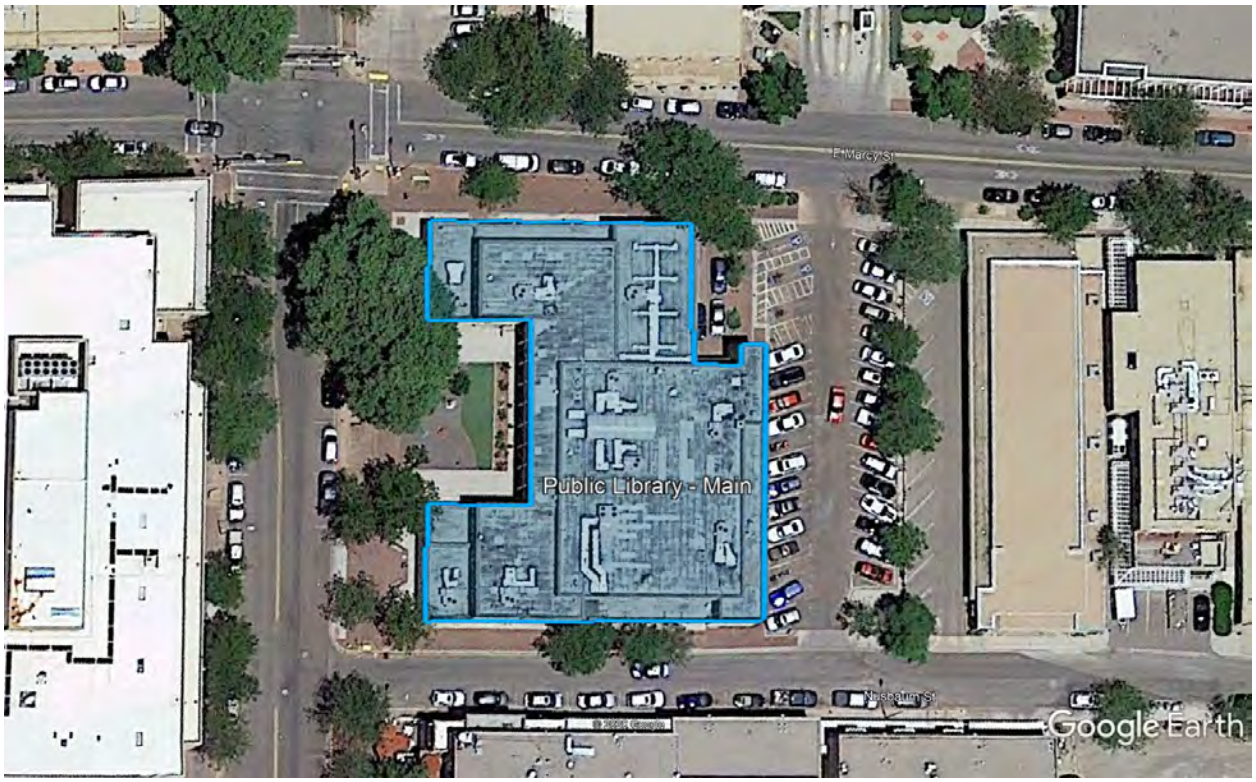


Figure 25: Aerial View Public Library – Main

2.9.2 Hours of Operation

Monday	10:00 am – 8:00 pm
Tuesday	10:00 am – 8:00 pm
Wednesday	10:00 am – 8:00 pm
Thursday	10:00 am – 6:00 pm
Friday	10:00 am – 6:00 pm
Saturday	10:00 am – 6:00 pm
Sunday	1:00 pm – 5:00 pm

2.9.3 Building Envelope

The flat roof is supported by wood trusses or metal joist and batt insulation in the ceiling space and built-up roof with a modified bitumen exterior. The exterior walls are constructed with studs at 16” on center, filled with batt insulation, a stucco exterior, and sheetrock interior. Additional walls are made of adobe. The basement wall is constructed from cast-in-place concrete. The majority of windows throughout the building are single paned with metal frame. The main entrances located on the east and west side of the building are through a set of metal doors with large window sections. The largest area of infiltration/exfiltration is at the doors on all sides of the building. These doors would benefit from new weather-strip and door sweeps that would reduce energy consumption. Several penetrations and blank openings are located around the perimeter walls and sealing these would reduce air infiltration/exfiltration and energy loss. We also recommend sealing approximately 40 feet of wall cracks.



Figure 26: Building envelope issues at the Main Library

2.9.4 Lighting

Most of the interior space lighting consists of 2’x4’ grid troffers with two, three, or four-lamp 32W T-8’s in the office spaces, conference rooms, hallways and corridors. These spaces also include 1’x4’ and 1’x8’ fixtures with 28W T-5 lamps and 6” and 8” recessed cans retrofitted with 12W or 14W LED fixtures. The library space includes 1’x4’ and 1’x8’ fixtures with T-5 lamps and 6” cans with LED’s. Also, in the library space are 4’x4’ fixtures with six T-8 lamps. The T-8 lamps make this building a good candidate for a lighting retrofit. Exit sign fixtures consist of 4W LED lamps. Exterior decorative lighting fixtures have various lamp types which include 150W high-pressure sodium (HPS), 23W compact fluorescents (CFL), and 25W LEDs. There are bollards with 100W metal halide lamps. Wall switches with occupancy sensors are typically found in offices, lobby, storage rooms, and restrooms.

Refer to **Appendix D1** for a lighting fixture inventory.

2.9.5 HVAC Equipment

The Heating, Ventilation, and Air Conditioning (HVAC) systems comprise of single-zone packaged rooftop units (RTU) with DX cooling and natural gas heating. Two additional natural gas boilers supply heating hot water to radiators located through the building.

A list of equipment is tabulated in **Appendix C1**.

2.9.6 Plug Loads

The plug loads associated with this building vary by space type. There are office plug loads such as computers, monitors, and printers. The breakroom equipment includes two microwaves, an electric range, and a refrigerator. Additional equipment includes computer stations and a printing station with multiple printers.

Refer to **Appendix C3** for detailed plug load inventory and **Appendix D3** plug load power densities.

2.9.7 Domestic Hot Water

The domestic hot water (DHW) system is a small portion of the energy consumption and units are typically located in a mechanical closet and include a tank natural gas heater that varies by size. The available data collected during the field survey are tabulated in **Appendix C1.**

2.9.8 Other

None.

2.10 Santa Fe Public Library – Southside



Facility Facts:

Facility Name	Santa Fe Public Library – Southside
Street Address	6599 Jaguar Dr
City, State, Zip	Santa Fe, NM 87507
Gross Area (ft²)	26,000
Year Built	2004
Avg. Daily Occupancy	-----

2.10.1 Facility Description

Located at 6599 Jaguar Drive this community library is located on the south side of city as the name indicates. The main areas include a reception lobby with a reception desk, several open book halls, a children's book room with a reading area, two open public rooms, and staff offices with a break room. Additional restrooms, electrical, mechanical, and storage rooms are located throughout the building.



Figure 27: Aerial View of Public Library – Southside

2.10.2 Hours of Operation

Monday	10:30 am – 8:00 pm
Tuesday	10:30 am – 8:00 pm
Wednesday	10:30 am – 8:00 pm
Thursday	10:30 am – 8:00 pm
Friday	10:30 am – 6:00 pm
Saturday	10:30 am – 6:00 pm
Sunday	1:00 pm – 5:00 pm

2.10.3 Building Envelope



Figure 28: Southside Library Exterior

There are two types of a roof on this building. Firstly, a flat built-up roof that covers the majority of the roof with a 60-mil adhered EPDM roof system supported by metal deck and steel joist. There are multiple punctures in the membrane and deteriorating patches with unknown material. It is apparent with the amount of patchwork present that the library has experienced leaks. These repairs have most likely voided the original manufacturer warranty. The second is a sloped corrugated metal roof, located above the entrance and portions of the elevated roof in the center of the building.



Figure 29: Southside Library Roofing Condition and Blemishes

The exterior walls are most likely constructed from metal studs at 16” on center, filled with batt insulation, a brown stucco exterior, and sheetrock interior. Most windows throughout the building are

double paned with a metal frame. The main public entrance is at the north side of the building through a metal-framed door with large window sections. An additional staff door is located on the southeast side. Auxiliary entrances located around the building are single doors made of metal. The largest area of infiltration/exfiltration is at the doors on all sides of the building. These doors would benefit from new weather-strip and door sweeps that would reduce energy consumption. Sealing several penetrations and blank openings along with lighting fixtures located around the perimeter walls would reduce air infiltration/exfiltration and energy loss.



Figure 30: Southside Library Building Envelope Concerns

2.10.4 Lighting

The interior lighting consists of various fixture types depending on room usage. The main library area lighting includes decorative round chandeliers with six compact florescent lamps as well as radial lens 1'x4' strip fixtures with one T8 32W lamp. The children's area includes 4" recessed cans with 8W LED lamps and 2'x2' grid troffers with two T8 17W lamps. Offices are typically illuminated 1'x4' strip fixtures with two T8 32W lamps. A large amount of T8 fixtures makes this building a good candidate for a lighting retrofit. Exit signs have 4W LED lamps. Wall switches with occupancy sensors are typically found in offices, hallways, restrooms, and storage rooms.

Refer to **Appendix D1** for a lighting fixture inventory.

2.10.5 HVAC Equipment

The Heating, Ventilation, and Air Conditioning (HVAC) systems comprise of multi-zone -zone packaged rooftop units (RTU) with DX cooling and natural gas heating. Additional heating hot water boilers are located in a mechanical and were not accessible during the survey.

Additional information is available in **Appendix C1**.

2.10.6 Plug Loads

The plug loads associated with this building vary by space type. There are office plug loads such as computers, monitors, and printers. The breakroom equipment includes a coffee machine, microwave, an electric range, and a refrigerator. Additional equipment includes computer stations and a printing station with multiple printers. There is a server with switches in a dedicated room.

Refer to **Appendix C3** for detailed plug load inventory and **Appendix D3** plug load power densities.

2.10.7 Domestic Hot Water

The domestic hot water (DHW) system is a small portion of the energy consumption and units are typically located in a mechanical closet and include a tank natural gas heater that varies by size. The available data collected during the field survey are tabulated in **Appendix C1.**

2.10.8 Other

There is a motorized system that opens the high windows located in two large open book areas.

2.11 Salvador Perez Recreation Center



Facility Facts:

Facility Name	Salvador Perez Swimming Pool
Street Address	601 Alta Vista St
City, State, Zip	Santa Fe, NM 87505
Gross Area (ft²)	17,000
Year Built	1954
Avg. Daily Occupancy	Currently Closed for Renovations
Full-time Staff/ Part-Time Staff / Visitors	5 / 3 / 90-100

2.11.1 Facility Description

Serving the public since 1954, the Salvador Perez Recreation Complex is located at 601 Alta Vista in Santa Fe, NM 87505. This complex is 18,000 Square Feet (SQF) and incorporates the following main areas:

- Community classroom
- Weight/cardio room
- 25-yard pool
- Adjacent park with playgrounds, tennis and sand volleyball courts, and soccer and baseball fields.

Additional spaces include office spaces, mechanical and electrical, and locker rooms.



Figure 31: Aerial View of Salvador Perez Swimming Pool

2.11.2 Hours of Operation

Monday	6:00 am – 8:00 pm
Tuesday	6:00 am – 8:00 pm
Wednesday	6:00 am – 8:00 pm
Thursday	6:00 am – 8:00 pm
Friday	6:00 am – 8:00 pm
Saturday	–
Sunday	–

Note: Currently Closed for Renovations

2.11.3 Building Envelope

Both the upper roof above the natatorium and lower roof above the lobby and offices are constructed with metal roof deck supported by steel joist and batt insulation in the ceiling space with a built-up roof with exterior TPO. The exterior walls are concrete masonry unit (CMU) blocks with split face or brown stucco and interior furred out sheetrock walls. The majority of windows throughout the building are double paned with an aluminum frame on the exterior and interior. There is a glass block section below the windows around the lobby. The main entrance on the west side of the building is through a set of double doors with windows. The southside entrance to the pool is via similar double doors with windows and auxiliary entrances located around the building are single doors made of wood or metal. The largest area of infiltration/exfiltration is at the doors on all sides of the building. These doors would benefit from new weather-strip and door sweeps that would reduce energy consumption. Several penetrations and blank openings are located around the perimeter walls and sealing these would reduce air infiltration/exfiltration and energy loss.



Figure 32: Building envelope issues at Salvador Perez Swimming Pool

2.11.4 Lighting

Interior lighting in the offices and classrooms consists of 2’x4’ grid troffers with three 32W T-8 lamps and 1’x4’ wrap around fixtures with two 32W T-8 lamps. The pool area has been previously retrofitted with 90W LED lamps. The locker room fixtures are vapor tight 1’x4’ with two 32W T-8 lamps. The restrooms include 2’x4’ grid troffers with three 32W T-8 lamps and 1’x4’ wrap around fixtures with two 32W T-8 lamps. The majority of the space illumination provided from the existing T-8 lamps making this building a good candidate for a lighting retrofit. There are no existing lighting controls or occupancy sensors in this building. Wall pack fixtures with one 12W LED lamp, wall packs with 70W high-pressure sodium lamps (HPS), and floodlights with a 250W HPS lamp provide typical exterior illumination for the building. Floodlights illuminate sports fields with 1500W metal halide (MH) lamps. Additional exterior

lighting includes floodlights with 250W HPS and wall packs with triple tube 24W compact fluorescent lamps.

Refer to **Appendix D1** for a lighting fixture inventory.

2.11.5 HVAC Equipment

A large dehumidification system provides the Heating, Ventilation, and Air Conditioning (HVAC) systems for the pool area with a natural gas boiler attached that supplies hot water to a heating coil section. The lobby, offices and additional classrooms' air conditioning comprise of single-zone packaged rooftop units (RTU) with DX cooling and natural gas heating.

Additional information is available in **Appendix C1**.

2.11.6 Plug Loads

This building is under construction for renovations and not occupied; therefore, the plug loads are relatively low. There are a couple of small offices with plug loads such as computers, monitors, and printers, but are not in use. There is also a small breakroom with equipment.

Refer to **Appendix C3** for detailed plug load inventory and **Appendix D3** plug load power densities.

2.11.7 Domestic Hot Water

The domestic hot water (DHW) system consists of a large tank natural gas heater located adjacent to the mechanical pool room. The available data collected during the field survey are tabulated in **Appendix C1.**

2.11.8 Other

The facility includes a pool water heating, pumps, and filtration system.

2.12 Sandoval Parking Garage Lot B



Facility Facts:

Facility Name	Sandoval Parking Garage Lot B
Street Address	200 Sandoval
City, State, Zip	Santa Fe, NM 87501
Gross Area (ft²)	130,000
Year Built	1988
Avg. Daily Occupancy (Full-Time Staff/ Visitors)	3 / 800

2.12.1 Facility Description

This facility is the main public parking for the downtown plaza and is a four-story parking facility with several small offices. Additionally, restrooms located in the entrance see heavy traffic since they are among the few public restrooms in the vicinity.



Figure 33: Aerial View of Sandoval Parking Garage

2.12.2 Hours of Operation

Monday	7:00 am – 12:00 pm
Tuesday	7:00 am – 12:00 pm
Wednesday	7:00 am – 12:00 pm
Thursday	7:00 am – 12:00 pm
Friday	7:00 am – 12:00 pm
Saturday	7:00 am – 12:00 pm
Sunday	7:00 am – 12:00 pm

2.12.3 Building Envelope

This building is constructed from reinforced concrete with large open sections between the floor levels and a tan stucco exterior finish. The enclosed areas of this building are few and include a couple of small office spaces for the facility management and maintenance team, restrooms, and an elevator tower.

2.12.4 Lighting

The lighting for the small office areas consists of mostly 2'x4' grid troffers 2 lamps 32W T-8's and 1'x4' strip fixtures with 2 lamps 32W T-8's. The parking area has previously gone through a LED retrofit with surface mounted fixtures with 20W LED lamps. This retrofit was installed approximately four years ago, but the number of fixture failures has been increasing. There are no existing lighting controls or occupancy sensors in the building.

Refer to **Appendix D1** for a lighting fixture inventory.

2.12.5 HVAC Equipment

The Heating, Ventilation and Air Conditioning (HVAC) system for this building services two small offices and was not available at the time of the survey. It is assumed these units are small package units with DX cooling and electric heating.

Additional information is available in **Appendix C1**.

2.12.6 Plug Loads

There are two small offices with plug loads such as computers, monitors, and printers. Due to the small number of plug loads and large facility areas the plug loads were not summarized in a table.

2.12.7 Domestic Hot Water

The domestic hot water (DHW) system is a small portion of the energy consumption and was not available at the time of the survey.

2.12.8 Other

None

2.13 Santa Fe Convention Center



Facility Facts:

Facility Name	Santa Fe Convention Center
Street Address	201 W. Marcy St
City, State, Zip	Santa Fe, NM 87501
Gross Area (ft²)	72,000
Year Built	2008
Avg. Daily Occupancy (Full-Time Staff, Visitors)	34 / 100,000 per Year

2.13.1 Facility Description

This facility is located at 201 West Marcy Street in Downtown Santa Fe and includes a two-story below-ground parking garage and a two-story above ground convention center. The ground floor includes the main offices and tourist guide room, numerous banquet halls, back hall support areas with three separate commercial kitchens and beverage service stations. The second story contains multiple meeting and conference rooms and a large outdoor open balcony. Additional spaces on the second floor include audio and lighting rooms.

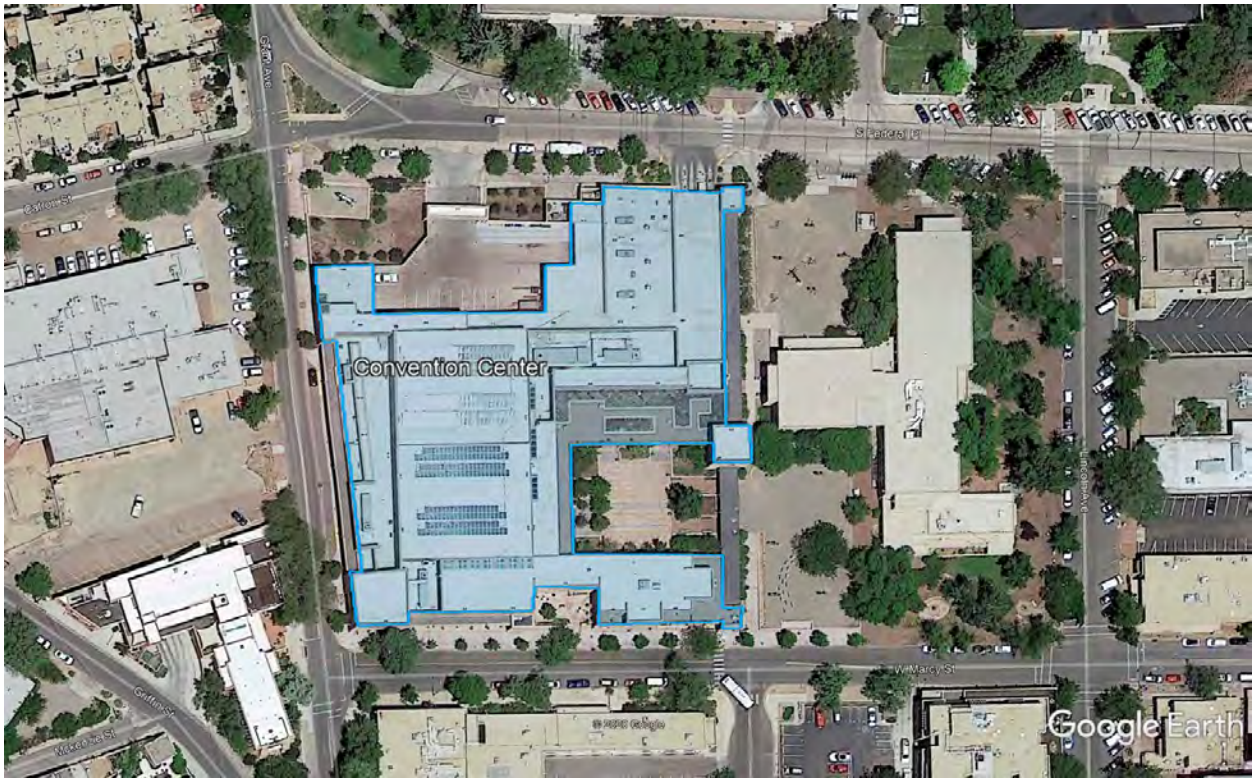


Figure 34: Aerial View of Santa Fe Convention Center

2.13.2 Hours of Operation

	Offices	Conference / Banquet
Monday	8:00 am – 5:00 pm	Varies depending on events
Tuesday	8:00 am – 5:00 pm	Varies depending on events
Wednesday	8:00 am – 5:00 pm	Varies depending on events
Thursday	8:00 am – 5:00 pm	Varies depending on events
Friday	8:00 am – 5:00 pm	Varies depending on events
Saturday	8:00 am – 5:00 pm	Varies depending on events
Sunday	8:00 am – 5:00 pm	Varies depending on events

2.13.3 Building Envelope

The roofs are flat and structurally supported by metal deck over steel joist with batt insulation in the ceiling space and built-up roof with TPO exterior. The exterior walls are most likely 6” steel studs at 16” on center, filled with batt insulation, a dark tan stucco exterior, and sheetrock or gypsum board interior. The majority of windows throughout the building are double paned with various color frames. Located around the building are several large public entrances through multiple doors with large window sections. Auxiliary entrances located around the building have single doors made of wood or metal. Located on the loading dock in the back of the building are large Metal roll-up doors. The largest area of infiltration/exfiltration is at the doors on all sides of the building. These doors would benefit from new weather-strip and door sweeps that would reduce energy consumption. Several penetrations and blank openings are located around the perimeter walls and sealing these would reduce air infiltration/exfiltration and energy loss.



Figure 35: Building Envelope Gaps at SFCC

2.13.4 Lighting

The Convention center has gone through several LED lighting upgrades, in selected areas, undertaken by the management team. This building incorporates many spaces with different types of lighting, the typical space lighting is as follows:

Visitors Center:	Recessed 6” cans with triple tube 26W compact fluorescent lamps (CFL) lamps
	Decorative chandeliers with two 26W CFL lamps
Common Areas:	Recessed 6” cans with 8.5W LED lamps
Conference Rooms:	Recessed 6” cans with triple tube 26W CFL lamps
	10” & 12” cans with either 250W metal halide (MH) lamps or halogen lamps
	Decorative fixtures with 36W lamps
Hallways:	Recessed 6” cans with triple tube 26W CFL
	Decorative chandeliers with two 26W CFL lamps

	Decorative chandeliers with five 13W CFL lamps
	1'x8' strip fixtures with four 32W T-8's
	Flood lights with PAR 38 12W LED
Lobby	Decorative pendant with 8W and 12W LED
	Flood Lights with 150W metal halide lamps
Offices	2'x2' grid troffers with two 32W T-8 U shaped lamps
	2'x4' grid troffers with two 32W T-8 lamps
Restrooms	Recessed 6" cans with triple tube 26W CFL lamps
	1'x4' wrap-around with two 32W T-8 lamps
Parking garage	Surface-mounted industrial fixture with one 100W metal halide (MH)
Exterior	Wall sconce with triple tube 26W compact fluorescent lamps (CFL) lamps
	Recessed 12" square 26W CFL
	Outdoor flood light with one 32W halogen lamp
	Decorative chandeliers with one 26W halogen lamp

Wall switches with occupancy sensors are typically found in offices and restrooms.

Refer to **Appendix D1** for a lighting fixture inventory.

2.13.5 HVAC Equipment

The main Heating, Ventilation and Air Conditioning (HVAC) system comprised of several large multi-zone packaged rooftop units (RTU) with DX cooling. These units provide supply air to hydronic reheat boxes. The re-heat boxes have hot water heating coils that are fed from two boilers located in the mechanical room. Additional electric wall heaters and hanging unit heaters (UH) are located throughout the building. There are several split systems that condition IT/communication rooms.

Additional information is available in **Appendix C1**.

2.13.6 Plug Loads

The plug loads associated with this building vary by space type and are typical for offices, conference rooms and halls, banquet rooms, and commercial kitchens. There are office plug loads such as computers, monitors, and printers. The kitchen equipment is also for a commercial setting, including coffee machines, gas stoves & ovens, dishwashers, hot plates, commercial refrigerators, and water coolers. Additionally, spread throughout the facility are a handful of vending machines. The conference rooms include TVs, projectors, and audiovisual equipment. There are a couple of server rooms with switchboards.

Refer to **Appendix C3** for detailed plug load inventory and **Appendix D3** plug load power densities.

2.13.7 Domestic Hot Water

Domestic hot water (DHW) is provided by two large commercial size natural gas heaters.

2.13.8 Other

Kitchens

Three sperate commercial kitchens with typical commercial equipment are located in the back of the building. This includes kitchen exhaust hood systems and make-up air units, multiple walk-in freezers and refrigerators along with several large ice machines and multiple hot and cold drinking stations. An audio-video control room with equipment is located on the second floor of the backhouse.

Solar PV System

The city entered a power purchase agreement (PPA) with Dissigno Holdings that installed a roof-mounted solar PV system. According to staff, there are occasional inverters that fail and go of the line that reduces the system production. Additional information regarding rate and production is available in the Baseline Utility Analysis section of this report.

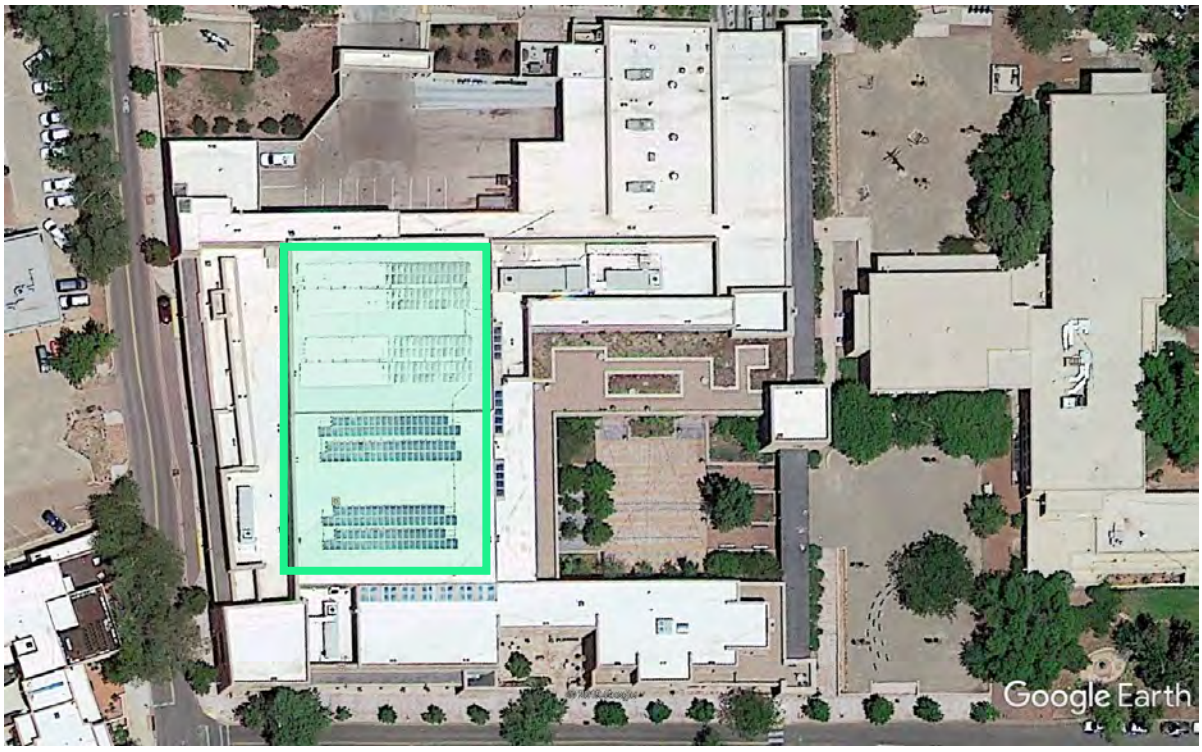


Figure 36: Solar PV System installed at SFCC

2.14 Santa Fe Regional Airport



Facility Facts:

Facility Name	Santa Fe Regional Airport
Street Address	3003 Aviation Dr
City, State, Zip	Santa Fe, NM 87507
Gross Area (ft²)	
Terminal	7,100
Maintenance Shop	6,000
Fire Station #10	9,400
Total	22,500
Year Built	
Terminal	1956
Maintenance Shop	1990
Fire Station #10	2008
Avg. Daily Occupancy	-----

2.14.1 Facility Description

Located at the end of 3003 Aviation Drive is the Main Terminal for the Regional Airport. This building is two stories high and includes a control tower. On the first floor is the main desk and staff offices for two commercial airline companies and three rental car companies. Also located on the ground floor is a restaurant with a commercial kitchen, TSA screening area, luggage pick-up, and departing flight waiting area. The second floor and tower house the Federal Transit Administration (FTA). The Airport Administration is located in a temporary mobile office adjacent to the terminal building.
On the south side of the airport is a maintenance shop used by the city staff.



Figure 37: Santa Fe Regional Airport Aerial View of IGA Buildings

2.14.2 Hours of Operation

	Terminal	Fire Station
Monday	Varies	24 hours
Tuesday	Varies	24 hours
Wednesday	Varies	24 hours
Thursday	Varies	24 hours
Friday	Varies	24 hours
Saturday	Varies	24 hours
Sunday	Varies	24 hours

2.14.3 Building Envelope

2.14.3.1 Terminal

The flat roof is supported by wood trusses or metal joist with batt insulation in the ceiling space and built-up roof with a modified bitumen exterior. The exterior walls are most likely 2”x6” wood studs at 16” on center, filled with batt insulation, a stucco exterior, and sheetrock interior or adobe. The windows of this building are a mixture of single-pane and double paned with wood frame. The main entrance on the southeast side of the building is through a set of wooden double-doors with a large glass panel. An additional double door is located on the south side. Additional doors including auxiliary entrances, are located around the building and include single doors made of wood or metal.

2.14.3.2 Maintenance Shop



Figure 38: Santa Fe Regional Airport Maintenance Shop

The shop is a premanufactured metal building with a sloped 24-gauge R-panel metal roof supported by steel purlins on approximately five-foot centers. Walls are metal and both the roof and walls are have rolled insulation. Six metal roll-up doors are facing the south.

2.14.3.3 Fire Station #10



Figure 39: Santa Fe Regional Airport Fire Station

The roof is supported by steel joist and metal deck above the garage and built-up roof over metal deck above the living area. The exterior walls are most likely 6” metal studs at 16” on center, filled with batt insulation, a stucco exterior, and sheetrock interior. The windows and entrance doors with windows of this building are double paned with metal frame. There three large metal garage roll-up doors on both the north and south of the building where the fire trucks and ambulance are located. The largest area of infiltration/exfiltration is at the doors on all sides of the building. These doors would benefit from new weather-strip and door sweeps that would reduce energy consumption. Several penetrations and blank openings are located around the perimeter walls and sealing these would reduce air infiltration/exfiltration and energy loss.



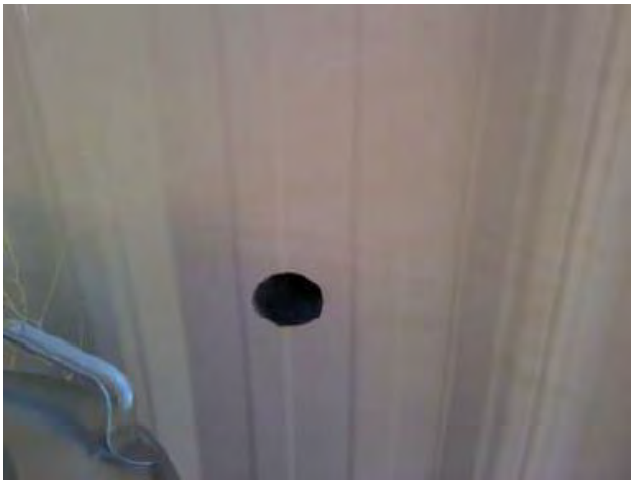


Figure 40: Building Envelope Gaps at the Santa Fe Regional Airport

2.14.4 Lighting

2.14.4.1 Terminal

The lobby lighting includes decorative chandeliers with three or twelve 12W LED lamps, linear floodlights with 40W LED lamps and 1'x4' strip fixtures with two 32W T-8 lamps. Ticket and rental car counter along with break room lighting are provided via 2'x4' grid troffers with two or three 32W T-8 lamps and 1'x4' fixtures with three 32W T-8s. Recessed 6" cans illuminate restrooms with 23W compact fluorescent lamps (CFL). Several exterior wall pack fixtures have been retrofitted with various wattage LED lamps. Additional outdoor flood lights include fixtures with 150W and 400W high-pressure sodium (HPS) lamps.

2.14.4.2 Maintenance Shop

1'x8' strip fixtures illuminate this open space with four 32W T-8's.

2.14.4.3 Fire Station #10

2'x4' grid troffers with two or three-lamp, 32W T-8's are located in the corridors, dorm rooms, fitness room, lounge, observation rooms, kitchen, and dining room. Restrooms lighting includes 1'x4' vanity wall-mounted fixtures with two 32W T-8 lamps. The garage is illuminated with rectangular high bay fixtures with six 54W T-5 lamps. Typical exterior light fixtures are wall packs with triple tube 32W compact florescent lamps and wall packs with 100W metal halide lamps. Wall switches with occupancy sensors are typically found in offices and restrooms. A large number of T-8 lamps and high wattage exterior lamps make these facilities good candidates for a lighting retrofit.

Refer to **Appendix D1** for a lighting fixture inventory.

2.14.5 HVAC Equipment

2.14.5.1 Terminal

The cooling system for this building is provided by residential size evaporative coolers located on the roof. Heating is provided by a hydronic system that includes a heating hot water boiler and radiators.

2.14.5.2 Maintenance Shop

Heating is via natural gas radiant tube heaters. There is no cooling.

2.14.5.3 Fire Station #10

The Heating, Ventilation, and Air Conditioning (HVAC) systems comprise of single-zone packaged rooftop units (RTU) with DX cooling and natural gas heating. Additional natural-gas radiant tube heaters are located in the truck parking garage.

Additional information is available in **Appendix C1**.

2.14.6 Plug Loads

The plug loads associated with this building vary by space type and are typical for offices and airport lobbies. There are office plug loads such as computers, monitors, and printers. Breakroom equipment includes coffee machines, microwaves, refrigerators, and water coolers. There are multiple TVs in the terminal area. A server is stored in a small room. There are a couple of server rooms with switchboards.

Refer to **Appendix C3** for detailed plug load inventory and **Appendix D3** plug load power densities.

2.14.7 Domestic Hot Water

The domestic hot water (DHW) system is a small portion of the energy consumption and units are typically located in a mechanical closet and include a tank natural gas heater that varies by size. The available data collected during the field survey are tabulated in **Appendix C1.**

2.14.8 Other

A large X-ray machine for luggage is located in the Airport Terminal.

2.15 Siler Complex



Facility Facts:

Facility Name	Siler Complex
Street Address	1142 Siler Rd
City, State, Zip	Santa Fe, NM 87507
Gross Area (ft²)	
Building 'A'	23,000
Building 'B'	4,500
Building 'C'	16,600
Total	44,100
Year Built	1988
Avg. Daily Occupancy	

2.15.1 Facility Description

This is the city's main Operation and Maintenance Complex (OMC). Building A houses the offices and shops for the Solid Waste and Streets Department. This includes the original open truck shop and a newly renovated wing with the offices for Solid Waste. Additional sign painting and electronic signal shops are also found in this building. Building B, the smaller of the three, encompasses the Parks OMC, which is mostly shops and a recently added temporary office trailer. Building C includes both the Parks and Recreation offices on the street front and Fleet Maintenance garage in the back.

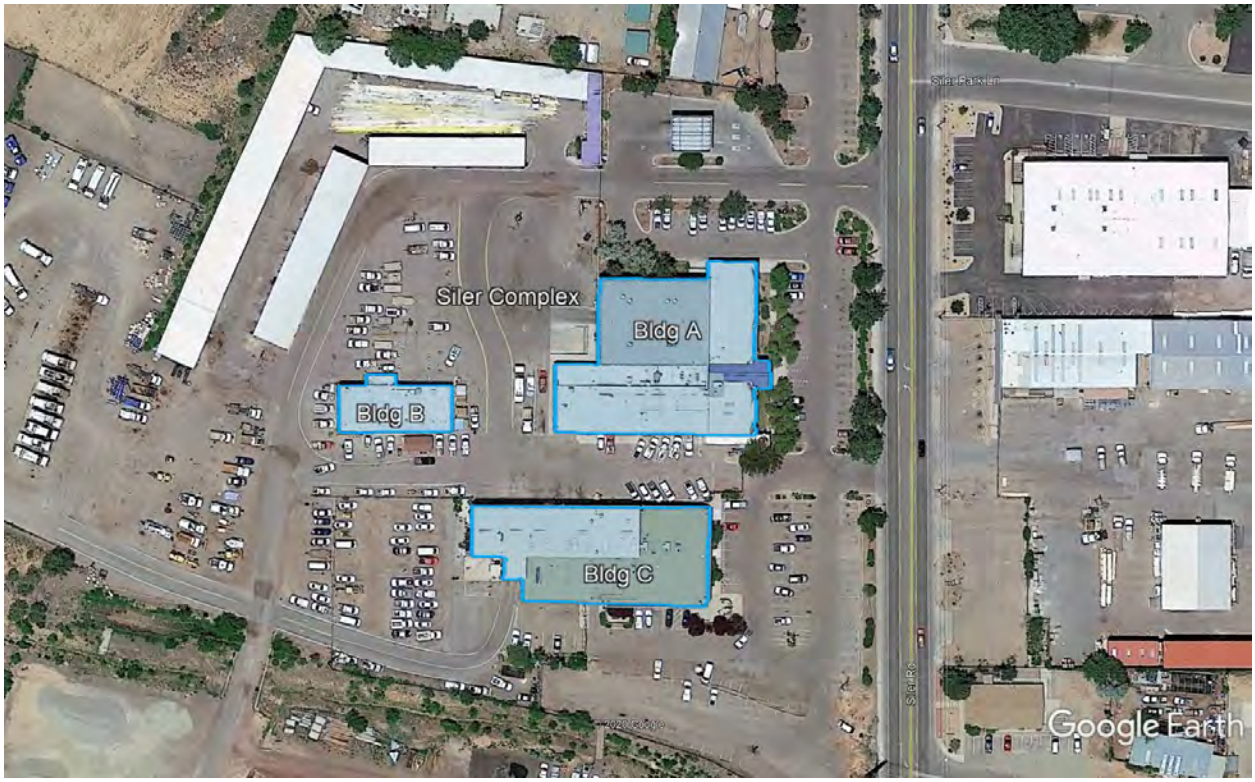


Figure 41: Siler Complex Aerial View of IGA Buildings

2.15.2 Hours of Operation

Monday	8:00 am – 5:00 pm
Tuesday	8:00 am – 5:00 pm
Wednesday	8:00 am – 5:00 pm
Thursday	8:00 am – 5:00 pm
Friday	8:00 am – 5:00 pm
Saturday	8:00 am – 5:00 pm
Sunday	8:00 am – 5:00 pm

These hours can vary depending on department and personnel, but generally follow those indicated above.

2.15.3 Building Envelope



Figure 42: Siler Complex Building Exterior

2.15.3.1 Building A

This building appears to have gone through a number of additions over the years. The original higher roof is flat and is composed of a metal deck over steel joist, batt insulation in the ceiling space, and covered with continuous rolled sheets of modified bituminous. The newer, lower section has the same roof structure and installation, but with a TPO cover. The exterior walls are either concrete masonry unit (CMU) blocks or steel stud walls with a light-colored exterior stucco and both wall types have the same furred out sheetrock interior with batt insulation. The majority of windows throughout the building are double paned. The main entrance located at the center of the building faces the northeast and is accessed through a single door with aluminum frame and large glass panels. Additional auxiliary entrances located around the building are single doors made of wood or metal. There are a number of large metal roll-up doors located at the various shops.

2.15.3.2 Building B

The roof is flat and structurally supported by metal deck over steel joist, batt insulation in the ceiling space, and covered with newer TPO cover. The exterior walls are built from concrete masonry unit (CMU) blocks covered with a light-color exterior stucco and furred out sheetrock interior with batt insulation. The majority of windows throughout the building are double paned. There are main entrance and additional auxiliary doors located around the building are single doors made of wood or metal. There are a number of large metal roll-up doors located at the shops.

2.15.3.3 Building C

Both the front office area with a lower roof and back garage with a higher roof are constructed from a premanufactured metal building and have a sloped metal roof that has been covered with newer brown foam.



Figure 43: Siler Complex Building C Building Exterior

The exterior office walls have a tan stucco exterior while the taller garage walls are constructed from a light tan metal and furred out sheetrock interior with batt insulation. The majority of windows throughout the building are double paned. Entrance and additional auxiliary doors located around the building are single doors made of wood or metal. There are a number of large metal roll-up doors located at the garage bays. The largest area of infiltration/exfiltration is at the perimeter doors. These doors would benefit from new weather-strip and door sweeps that would reduce energy consumption. Several penetrations and blank openings are located around the perimeter walls and sealing these would reduce air infiltration/exfiltration and energy loss. Several windows on Building A have ineffective sealant and would also benefit from resealing.





Figure 44: Gaps in Building Envelope at Siler Complex Building C

2.15.4 Lighting

2.15.4.1 Building A

The majority of the interior lighting consists of 1'x4' and 2'x4' grid troffers with two or three 32W T-8 lamps in the common areas, offices, and hallways. 1'x4' grid troffers and wall-mounted fixtures illuminate the restrooms and locker rooms with two 32W T-8s. Additional shop lighting includes 1'x8' fixtures with two 96W T-12 lamps. The maintenance shop is illuminated by high mount fixtures with 400W metal halide (MH) lamps. Wall switches with occupancy sensors are typically found in offices and restrooms. Typical exterior lighting consists of the surface canopy and wall pack fixtures with 100W high-pressure sodium (HPS) lamps. Additional lighting is provided from shoeboxes with 250W HPS lamps.

2.15.4.1 Building B

The majority of the lighting comes from the 1'x8' fixtures with two 96W T-12 lamps located in the shops. The maintenance shop is illuminated by high mount fixtures with 400W metal halide (MH) lamps. 1'x4' surface-mounted fixtures illuminate the restrooms with two 32W T-8s. Additional 2'x4' grid troffers with two or three 32W T-8 lamps illuminate the maintenance shops. There are no lighting controls in this building. Typical exterior lighting consists of the surface canopy and wall pack fixtures with 100W high-pressure sodium (HPS) lamps. Additional lighting is provided from knuckle fixtures with 300W incandescent lamps.

2.15.4.1 Building C

The majority of the interior lighting consists of 1'x4' and 2'x4' grid troffers with two or three 34W T-12 lamps in the common areas, offices, and hallways. 1'x4' grid troffers and wall-mounted fixtures illuminate the restrooms with two 32W T-8s. Additional shop lighting includes 1'x8' fixtures with two 96W T-12 lamps. The lobby fixtures consist of 1'x4' egg crate fixtures with two 32W T-8 lamps and 2'x2' surface mounted troffers with two 34W T-12 U shaped lamps. There are no existing lighting controls or occupancy sensors in this building. Typical exterior lighting consists of wall pack fixtures with 100W or 250W high-pressure sodium (HPS) lamps. 32W T-8 lamps provide the majority of the space illumination, this along with exterior fixtures high wattage lamps make these building good candidates for a lighting retrofit.

Refer to **Appendix D1** for a lighting fixture inventory.

2.15.5 HVAC Equipment

2.15.5.1 Building A

The Main Heating, Ventilation, and Air Conditioning (HVAC) systems comprise of single-zone packaged rooftop units (RTU) with DX cooling and natural gas heating. Additional evaporative cooling units and natural gas Radiant tube heaters and unit heaters are located in the shop areas.

2.15.5.2 Building B

The Main Heating, Ventilation, and Air Conditioning (HVAC) systems comprise of evaporative cooling units and natural gas radiant tube heaters and unit heaters are located in the shop areas.

2.15.5.3 Building C

The Main Heating, Ventilation, and Air Conditioning (HVAC) systems are similar to Building A and comprise of single-zone packaged rooftop units (RTU) with DX cooling and natural gas heating. Additional evaporative cooling units and natural gas radiant tube heaters and unit heaters are located in the shop areas. There are additional mini-split systems located throughout the building that condition IT/Communication rooms.

Additional information is available in **Appendix C1**.

2.15.6 Plug Loads

2.15.6.1 Building A

The plug loads associated with this building vary by space type and are typical for office spaces with conference rooms, breakrooms, and workshops. There are office plug loads such as computers, monitors, and printers. Breakroom equipment includes coffee machines, microwaves, refrigerators, and water coolers.

2.15.6.2 Building B

The plug loads associated with this building vary by space and are typical for workshops.

2.15.6.3 Building C

The plug loads associated with this building vary by space type and are typical for office spaces with conference rooms, breakrooms, and an automotive garage. There are office plug loads such as computers, monitors, and printers. Breakroom equipment includes coffee machines, microwaves, refrigerators, and water coolers.

Refer to **Appendix C3** for detailed plug load inventory and **Appendix D3** plug load power densities.

2.15.7 Domestic Hot Water

The domestic hot water (DHW) system is a small portion of the energy consumption and units are typically located in a mechanical closet and include a tank natural gas heater that varies by size. The available data collected during the field survey are tabulated in **Appendix C1.**

2.15.8 Other

There is a vehicle service garage and additional painting and electric sign shops that include specialty equipment for their work.

2.16 Siringo Complex



Source: Google Earth

Facility Facts:

Facility Name	Siringo Complex
Street Address	6751 Siringo Rd
City, State, Zip	Santa Fe, NM 87507
Gross Area (ft²)	
Building 'C'	9,500
Building 'D'	3,700
Building 'E'	5,500
Building 'F/H/G'	6,000
Building 'I'	3,000
Building 'J'	2,300
Warehouse	5,500
Total	35,500
Year Built (Bldg. C &J / all others)	1950 / 1995
Avg. Daily Occupancy	-----

2.16.1 Facility Description

This facility houses several buildings that include many of the management and record-keeping for the city and is as follows:

- Building C- Records and IT.
- Building D- Facility Maintenance offices and workshop
- Building E- Facilities Administration
- Building F- IT
- Building G- Training Hall
- Building H- IT
- Building I -Police Records
- Building J- IT
- Facilities Warehouse

The majority of the building's space is closed or open cubical offices. Additional spaces include maintenance workshops, warehouse storage, and computer servers.



Figure 45: Siringo Complex Aerial View of IGA Buildings

2.16.2 Hours of Operation

Monday	8:00 am – 5:00 pm
Tuesday	8:00 am – 5:00 pm
Wednesday	8:00 am – 5:00 pm
Thursday	8:00 am – 5:00 pm
Friday	8:00 am – 5:00 pm
Saturday	8:00 am – 5:00 pm
Sunday	8:00 am – 5:00 pm

2.16.3 Building Envelope

2.16.3.1 Building C and J

These buildings were originally constructed in 1950 and served as Army or National Guard barracks. The sloped roof is supported by wood trusses and has batt insulation in the ceiling space and a tar tile exterior cover. The exterior walls are wood studs at 16” on center, filled with batt insulation, a stucco exterior, and sheetrock interior. There are a number of wall sections of the building that have a white brick veneer exterior. The majority of windows throughout the buildings are double paned with vinyl or wood frame. Building J has a large window wall on the east side. The entrances of the buildings are through wooden or metal doors.

2.16.3.2 Buildings D, E, F, G, H, & I

The majority of the buildings have a pitched corrugated roof, while Building E has a barreled roof with the same corrugated metal, and Building G has a flat roof with TPO cover. The exterior walls are most likely metal studs at 16” on center, filled with batt insulation, and white stucco exterior. The majority of windows throughout the buildings are double paned with vinyl or metal frames. The entrances of the buildings are through metal doors with glass windows sections.

2.16.3.3 Warehouse

This building is a premanufactured metal building with a sloped metal roof and sheet metal exterior walls with rolled batt insulation. The largest amount of infiltration/exfiltration on these buildings was at the exterior doors. These doors would benefit from new door sweeps and weather stripping and some would require new sealant around the frame.

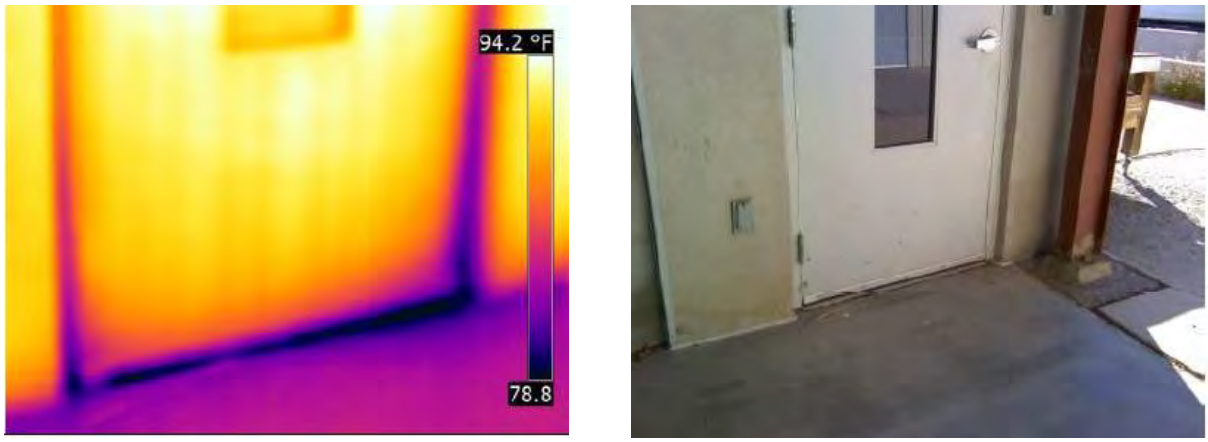


Figure 46: Thermal Imaging of Gaps in Building Envelope at Siringo Complex Warehouse

Sealing penetrations and blank openings is recommended to reduce air and moisture infiltration leading to reduce energy loss.



Figure 47: Additional Gaps in Building Envelope at Siringo Complex Warehouse

2.16.4 Lighting

2.16.4.1 Building C and J

The majority of the interior lighting consists of 1'x4' and 2'x4' grid troffers with two, three, or four 34W T-12 lamps in the common areas, offices, and conference room. 1'x4' wraparounds illuminate the restrooms with two 34W T-12s. Additional shop and storage room lighting includes 1'x8' fixtures with two 96W T-12 lamps. There are no existing lighting controls or occupancy sensors in this building. Typical exterior lighting consists of wall pack fixtures with 70W metal halide (MH) lamps and knuckle floodlights with two 70W MH lamps. Additionally, there are floodlights with 250W MH lamps and surface mounted fixtures with 40W LED lamps.

2.16.4.1 Buildings D, E, F, G, H, & I

The majority of the interior lighting consists of 1'x4' and 2'x4' grid troffers with two, three, or four 32W T-8 lamps in the common areas, offices, and conference room. Additional office lighting includes 2'x2' grid troffers with two T-8 U tubes. 1'x4' wrap arounds illuminate the restrooms with two 34W T-12s. Additional storage room lighting includes 1'x8' fixtures with two 96W T-12 lamps. There are no existing lighting controls or occupancy sensors in this building. Typical exterior lighting consists of wall pack fixtures with variable lamps that include 150W, 175W, and 250W metal halide (MH) lamps along with 70W and 150W MH Lamps. Additional illumination is formed decorative post top fixtures with 150W high-pressure sodium (HPS) lamps. There are also several wall sconce with 60W incandescent lamps. 32W T-8 lamps provide the majority of the space illumination, this along with exterior fixtures high wattage lamps, make these buildings good candidates for a lighting retrofit.

Refer to **Appendix D1** for a lighting fixture inventory.

2.16.5 HVAC Equipment

The Heating, Ventilation, and Air Conditioning (HVAC) systems comprise of single-zone packaged rooftop units (RTU) with DX cooling and natural gas heating. Several additional evaporative coolers are located on roofs along with split systems for the conditioning of IT/Communication rooms

Additional information is available in **Appendix C1**.

2.16.6 Plug Loads

The plug loads associated with this complex vary by space type. There are office plug loads such as computers, monitors, and printers. The breakroom equipment includes coffee machines, microwaves, and refrigerators. Additional spaces include server rooms and workshops.

Refer to **Appendix C3** for detailed plug load inventory and **Appendix D3** plug load power densities.

2.16.7 Domestic Hot Water

The domestic hot water (DHW) system is a small portion of the energy consumption and units are typically located in a mechanical closet and include a tank natural gas heater that varies by size. The available data collected during the field survey are tabulated in **Appendix C1.**

2.16.8 Other

None

2.17 Southside Transit

Facility Facts:

Facility Name	Southside Transit
Street Address	
City, State, Zip	Santa Fe, NM
Gross Area (ft²)	8,900
Year Built	1999
Avg. Daily Occupancy	Vacant

2.17.1 Facility Description

This facility was not in use for a long period of time and is currently undergoing renovations. Therefore, it was not accessible during the survey.



Figure 48: Southside Transit Aerial View

2.18 Transit Administration



Facility Facts:

Facility Name	Transit Administration
Street Address	2931 Rufina St
City, State, Zip	Santa Fe, NM 87507
Gross Area (ft²)	
Administration & Operations	12,300
Bus Wash	4,600
Shop/Garage	8,300
Total	25,200
Year Built	1998
Avg. Daily Occupancy	
Administration (Full-Time / Visitors)	9 / 10-40
Operations (Full-time)	9
Shop (Full-Time)	9

2.18.1 Facility Description

This facility is the main administration and operations for the city bus and transit system and includes the main administration building, garage, and bus wash. Located in the front section of the main buildings are the administration offices with customer service center and lobby, training room, activity room, and locker rooms. Located at the backside of the building are additional offices and a day room with a kitchen. Additional supporting spaces include a storage room, janitor room, and restrooms.



Figure 49: Transit Administration Aerial View of IGA Buildings

2.18.2 Hours of Operation

	Administration	Operations and Shop
Monday	8:00 am – 5:00 pm	4:30am – 11:30pm
Tuesday	8:00 am – 5:00 pm	4:30am – 11:30pm
Wednesday	8:00 am – 5:00 pm	4:30am – 11:30pm
Thursday	8:00 am – 5:00 pm	4:30am – 11:30pm
Friday	8:00 am – 5:00 pm	4:30am – 11:30pm
Saturday	8:00 am – 5:00 pm	7:00 am – 9:30pm
Sunday	8:00 am – 5:00 pm	7:00 am – 7:15pm

2.18.3 Building Envelope

2.18.3.1 Administration Building

This building has both a sloped and a flat roof. The sloped, light green metal roof is supported by steel joist and has batt insulation in the ceiling space. The flat roof is also supported by metal deck over steel joist with batt insulation in ceiling space, and TPO exterior. The exterior walls are 6" metal studs at 16" on center, filled with batt insulation, a light tan stucco exterior, and sheetrock interior. The majority of windows throughout the building are double paned with vinyl or metal frame. The main public entrance is at the south side of the building and through a set of metal double-doors doors with window storefront. An additional employee single-door entrance is located on the west side. Auxiliary entrances located around the building are single doors made of wood or metal.

2.18.3.2 Shop/Garage

This is a premanufactured metal building with sloped metal roof and metal walls typical of this type of building. There is a small number of the windows at the two offices and a metal entrance door with a window section. There are also a number of large metal roll-up doors on both sides of the building.

2.18.3.3 Bus Wash

This building has a flat roof, concrete masonry unit (CMU) block walls, and is open on two sides for buses.

The largest area of infiltration/exfiltration is at the perimeter doors. These doors would benefit from new weather-strip and door sweeps that would reduce energy consumption. Several penetrations and blank openings are located around the perimeter walls and sealing these would reduce air infiltration/exfiltration and energy loss.




Figure 50: Gaps in Building Envelope at Transit Administration

2.18.4 Lighting

The majority of the interior lighting consists of 1'x4' and 2'x4' grid troffers with two, three, or four 32W T-8 lamps which illuminates the common areas, hallways, offices, and conference room. 1'x4'

wraparounds illuminate the restrooms with two 34W T-12s. Transit shop lighting includes 1'x8' fixtures with four 32W T-8 lamps. Wall switches with occupancy sensors are typically found in offices and restrooms. Typical exterior lighting consists of wall pack and shoebox fixtures with variable lamps, including 70W and 400W metal halide (MH) lamps. Additional illumination is from wall packs with 40W LED lamps. The majority of the space illumination is provided by 32W T-8 lamps, this along with exterior fixtures high wattage lamps makes this building a good candidate for a lighting retrofit.

Refer to **Appendix D1** for a lighting fixture inventory.

2.18.5 HVAC Equipment

Typical Heating, Ventilation, and Air Conditioning (HVAC) systems comprise of single-zone packaged rooftop units (RTU) with DX cooling and natural gas heating. There are additional natural gas radiant tube heaters and unit heats in the shop and bus wash.

Additional information is available in **Appendix C1**.

2.18.6 Plug Loads

The only plug loads considered for this complex included were for the administration building and vary by space type and are typical for office spaces, conference rooms, and breakrooms. There are office plug loads such as computers, monitors, and printers. Breakroom equipment includes coffee machines, microwaves, refrigerators, and water coolers.

Refer to **Appendix C3** for detailed plug load inventory and **Appendix D3** plug load power densities.

2.18.7 Domestic Hot Water

The domestic hot water (DHW) system is a small portion of the energy consumption and units are typically located in a mechanical closet and include a tank natural gas heater that varies by size. The available data collected during the field survey are tabulated in **Appendix C1.**

2.18.8 Other

Commercial Garage Equipment

There is commercial garage equipment for services heavy vehicles along with electric lifts. Additionally, there is commercial equipment is located in a bus washing building.

Solar PV System

The city entered a power purchase agreement (PPA) with RSBF Santa Fe, LCC that installed a 163kW capacity ground-mounted and carport solar PV system. Additional information regarding rate and production is available in the Baseline Utility Analysis section of this report.

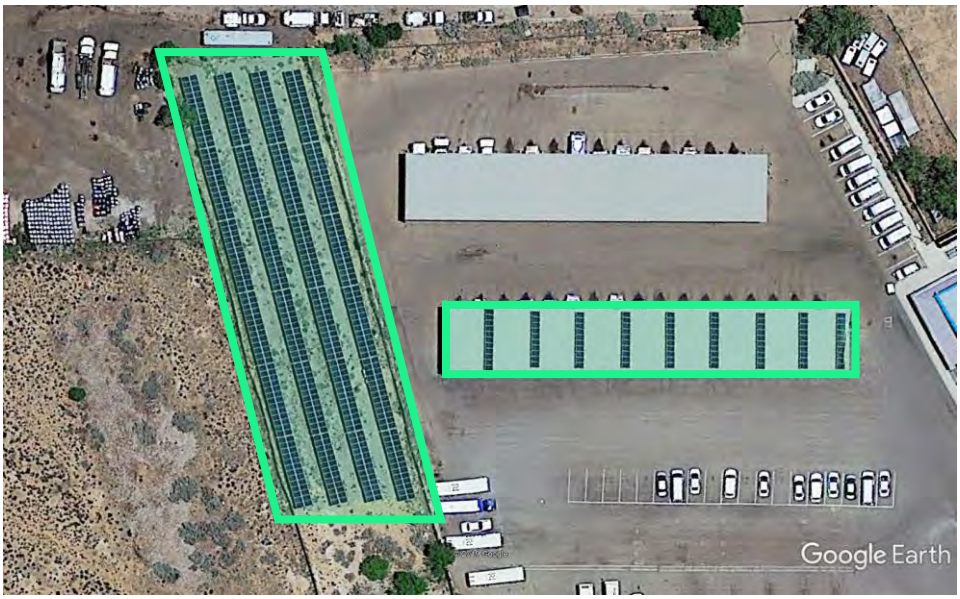


Figure 51: Existing Solar PV System at the Transit Administration

2.19 Canyon Road Water Treatment Plant (WTP)



Facility Facts:	
Facility Name	Canyon Road Water Treatment Plant
Street Address	1780 Upper Canyon Road
City, State, Zip	Santa Fe, NM 87505
Gross Area (ft²)	
Plant-1	10,700
Plant-2	6,300
Plant-3	700
Plant-4	2,300
Maintenance Shop	1,300
Total	21,300
Year Built	1974
Avg. Daily Occupancy	26

2.19.1 Facility Description

This facility includes the Administration Building, Service Building, Water Treatment Plant, and Pump House. The Administration Building upper level includes offices, a break room, a monitoring room, and several other small water testing rooms. The lower level contains pumps and aerators. The Service Building consists of an open shop area and a small office. The Water Treatment Plant has several open rooms including, a pump room, centrifuge room, filter room, and garage for the waste truck. The Pump House is a two-story building with pumps on the below ground level and service area at ground level.

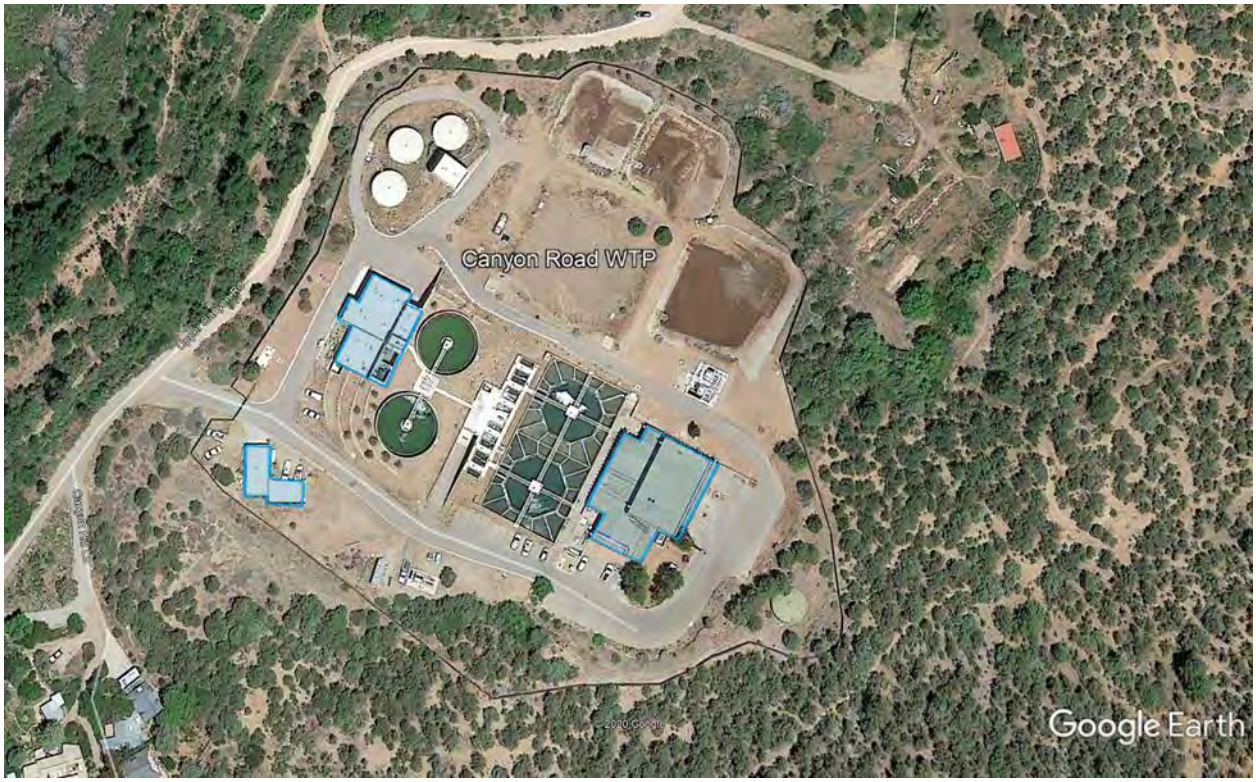


Figure 52: Canyon Road WTP Aerial View of IGA Buildings

2.19.2 Hours of Operation

Monday	24 hours
Tuesday	24 hours
Wednesday	24 hours
Thursday	24 hours
Friday	24 hours
Saturday	24 hours
Sunday	24 hours

2.19.3 Building Envelope

The main building at the Canyon Road Water Treatment Plant (WTP) age is unknown but the roof appears to be 15-25 years of age. The facility has a built-up roof system over a concrete deck. Visual inspection and core samples revealed that the existing built up roof system is different for the upper and lower roofs, but is typically constructed from Polyiso, perlite 3-ply BUR, #90 cap sheet and mopped asphalt.



Figure 53: Roof Condition at Canyon Road Water Treatment Plant

The exterior above-grade walls are constructed from concrete masonry unit (CMU) blocks, batt insulation, and stucco exterior, and sheetrock interior. Below grade, the walls are reinforced concrete. The majority of windows throughout the building are double paned. The main entrance on the south side of the Administration Building is through a set of double doors with upper half windows. Additional auxiliary entrances located around the building are single doors made of metal. There are a couple of roll-up metal garage doors on a number of the buildings. The largest area of infiltration/exfiltration is at the doors on all sides of the building. These doors would benefit from new weather-strip and door sweeps that would reduce energy consumption. Several penetrations and blank openings are located around the perimeter walls and sealing these would reduce air infiltration/exfiltration and energy loss.



Figure 54: Gaps in Building Envelope at Canyon Road Water Treatment Plant

2.19.4 Lighting

This facility has recently gone through an LED lighting upgrade that consisted of the majority of both the interior and exterior lighting.

Refer to **Appendix D1** for a lighting fixture inventory.

2.19.5 HVAC Equipment

The Heating, Ventilation, and Air Conditioning (HVAC) systems comprise as indicated in the following sections.

2.19.5.1 Main Building

Air handler units (AHU) condition this building with a chiller/boiler hydronic system. Additional unit heaters (UH) are located throughout the building.

2.19.5.2 Additional Buildings

The Service Building is heated by both UH's and radiant tube heaters that use natural gas. The Pump House is conditioned radiant tube heaters. The Water Treatment Plant includes both UH's and a furnace.

Additional information is available in **Appendix C1**.

2.19.6 Plug Loads

The Administration Building and the Maintenance Building are the two buildings in this facility that have associated plug loads. The rest of the buildings are industrial with equipment associated with water treatment and pump houses.

2.19.6.1 Administration Building

The plug loads associated with this building vary by space type. The handful of offices include plug loads such as computers, monitors, and printers. The breakroom has typical equipment, including a coffee machine, two microwaves, an electric range, and refrigerators. Located in this building are two vending machines. The control room includes several computer stations with multiple monitors and large flat-screen TVs. There are also several small water testing laboratories.

2.19.6.2 Maintenance Shop

The maintenance shop is relatively small and includes an open work area and two offices. The office has plug loads such as computers, monitors, and printers. This building has various workshop equipment, including welding machines (not all plugged in), a drill press and so forth.

Refer to **Appendix C3** for detailed plug load inventory and **Appendix D3** plug load power densities.

2.19.7 Domestic Hot Water

The domestic hot water (DHW) system is a small portion of the energy consumption and units are typically located in a mechanical closet and include a tank natural gas heater that varies by size. The available data collected during the field survey are tabulated in **Appendix C1.**

2.19.8 Other

There is a large amount of energy-consuming equipment related to the moving and treatment of water. The available data collected during the field survey are tabulated in **Appendix C2.**

2.20 Santa Fe Water Division Office



Facility Facts:

Facility Name (Customer Service, T&D, Water Conservation)	Santa Fe Water Division Office
Street Address	801 W San Mateo Rd
City, State, Zip	Santa Fe, NM 87505
Gross Area (ft²)	
Main Building	22,000
Transmission & Distribution (T&D) Office	1,950
Water Conservation Office	1,550
Maintenance	3,200
Total	28,700
Year Built	
Customer Service	1950
Transition & Distribution Bldg. and Water Conservation Bldg.	2004
Avg. Daily Occupancy	
Customer Service (Full-Time Staff / Visitors)	54 / 150-200
Transition & Distribution Bldg.	33 / 0
Water Conservation	6 / 5

2.20.1 Facility Description

This facility serves as the city's main utility department with the primary focus on the management of the water treatment, distribution, and billing systems. The facility's Main Building includes a two-story building that houses the water and sewer customer service department on the ground floor and management, including engineering on the second floor. Additional buildings include the Transmission and Distribution (T&D) office and Water Conservation Office (WCO). There are two metal workshops that are used primarily for storage.



Figure 55: Santa Fe Water Division Office Aerial View of IGA Buildings

2.20.2 Hours of Operation

	Main Building	T&D	WCO
Monday	7:00 am – 5:00 pm	7:00 am – 4:00 pm	7:00 am – 5:00 pm
Tuesday	7:00 am – 5:00 pm	7:00 am – 4:00 pm	7:00 am – 5:00 pm
Wednesday	7:00 am – 5:00 pm	7:00 am – 4:00 pm	7:00 am – 5:00 pm
Thursday	7:00 am – 5:00 pm	7:00 am – 4:00 pm	7:00 am – 5:00 pm
Friday	7:00 am – 5:00 pm	7:00 am – 4:00 pm	7:00 am – 5:00 pm
Saturday	–	–	–
Sunday	–	–	–

2.20.3 Building Envelope

2.20.3.1 Main Building

The flat roof is supported by pre-cast concrete T's with rolled batt insulation in the cavities and tar and gravel exterior. Similar to the roof structure, the exterior walls are also pre-cast concrete T's. The majority of windows throughout the building are double paned and there is a large two-story window wall on the southern side of the building at the customer lobby. The main entrance at the south side of the building is through a set of double doors with metal frames and glass sections. Auxiliary entrances located around the building are single doors made of metal.

2.20.3.2 Transmission and Distribution (T&D)

The flat roof is most likely supported by wood trusses and has batt insulation in the ceiling space and a modified bituminous cover. The exterior walls are most likely 2"x6" wood studs at 16" on center, filled with batt insulation, a stucco exterior, and sheetrock interior. The majority of windows throughout the building are double paned. The main entrance at the north side of the building is through a single solid door made of wood or metal.

2.20.3.3 Water Conservation Office (WCO)

Similar to the T&D Building.

The largest area of infiltration/exfiltration is at the doors on all sides of the building. These doors would benefit from new weather-strip and door sweeps that would reduce energy consumption. Several penetrations and blank openings are located around the perimeter walls and sealing these would reduce air infiltration/exfiltration and energy loss.



Figure 56: Gaps in Building Envelope at the Water Division Office

2.20.4 Lighting

2.20.4.1 Main Building

Most of the interior lighting consists of 1'x4' and 2'x4' grid troffers with two or three 32W T-8 lamps in the common areas, offices, conference room, and kitchenette. 1'x4' wraparounds illuminate the restrooms with two 32W T-8s and additional vanity wall mounted fixture with 60W incandescent lamps. Wall switches with occupancy sensors are typically found in offices and restrooms. In general, exterior lighting consists of wall pack fixtures with 70W metal halide (MH) lamps and knuckle floodlights with two 70W MH lamps. Additionally, there are floodlights with 250W MH lamps and surface mounted fixtures with 40W LED lamps.

2.20.4.2 Transmission & Distribution (T&D)

The majority of the interior lighting consists of 1'x4' and 2'x4' grid troffers with two or three 32W T-8 lamps in the offices, common areas, conference room, and kitchenette. 1'x4' wraparounds illuminate the restrooms with two 32W T-8s. There are no lighting controls in this building. Exterior lighting consists of either wall pack fixtures with a 40W LED lamp or surface mounted canopy fixtures with a 25W LED lamp.

2.20.4.1 Water Conservation Office (WCO)

Most of the interior lighting consists of 1'x4' wrap around fixtures with two 32W T-8 lamps. There are no lighting controls in this building. Exterior lights consist of knuckle floodlights with two 150W incandescent lamps.

A large number of T-8 lamps and high wattage exterior lamps make these facilities good candidates for a lighting retrofit.

Refer to **Appendix D1** for a lighting fixture inventory.

2.20.5 HVAC Equipment

2.20.5.1 Main Building

This building Heating, Ventilation, and Air Conditioning (HVAC) systems comprise a number of different systems. Several single-zone packaged rooftop units (RTU) with DX cooling and natural gas heating are located on the roof. A chiller/boiler hydronic system provides heating and cooling to boxes located in the zones. Unit heaters are also located in the open work and storage areas and several split systems located at the perimeter of the building condition IT/ communication rooms.

2.20.5.2 Transmission & Distribution (T&D)

The Heating, Ventilation, and Air Conditioning (HVAC) systems comprise of single-zone packaged rooftop units (RTU) with DX cooling and natural gas heating.

2.20.5.3 Water Conservation Office (WCO)

The Heating, Ventilation, and Air Conditioning (HVAC) systems comprise of one split system.

Additional information is available in **Appendix C1**.

2.20.6 Plug Loads

2.20.6.1 Main Building

The plug loads associated with this building vary by space type and are typical for offices and customer service. There are office plug loads such as computers, monitors, and printers. Breakroom equipment includes coffee machines, microwaves, electric range, refrigerators, and water coolers. There are multiple TVs in the customer service area. A server is stored in a small room. The building includes a couple of vending machines.

2.20.6.2 T&D Building

The plug loads associated with this building vary by space type and are typical for a couple of offices, a conference room, and a kitchen. There are office plug loads such as computers, monitors, and printers. Breakroom equipment includes a coffee machine, two microwaves, an electric range, and a refrigerator. There is also a vending machine and laundry closet with washer and dryer.

2.20.6.3 WCO Building

This building was not available a number of times during the survey. From outside it appears this building has three offices, a small conference room, and a kitchenette.

Refer to **Appendix C3** for detailed plug load inventory and **Appendix D3** plug load power densities.

2.20.7 Domestic Hot Water

The domestic hot water (DHW) system is a small portion of the energy consumption and units are typically located in a mechanical closet and include a tank natural gas heater that varies by size. The available data collected during the field survey are tabulated in **Appendix C1.**

2.20.8 Other

Solar Carports

Two city-owned solar PV carports sized at 49.1kW and 33.4kW and shown in Figure 57, were installed in approximately 2014. Additional information regarding rate and production is available in the Baseline Utility Analysis section of this report.



Figure 57: Existing Solar PV Carport at Water Division Office

2.21 Wastewater Treatment Plant



Facility Facts:	
Facility Name	Wastewater Treatment Plant
Street Address	73 Paseo Real
City, State, Zip	Santa Fe, NM 87507
Gross Area (ft²)	
Old DAF	5,300
Administration Bldg.	11,300
Maintenance House	2,400
Laboratory	1,600
IP-Engineering	2,000
New DAF-Conference	3,800
Collections	8,000
Hoffman Blower Building	600
Supply Office	500
Maintenance Garage	6,900
Headworks	6,700
Grit Building	400
Ferric Chloride Building	700
Old Digester Building	5,000

Tertiary Treatment Facility	24,000
Non-Portable Water Building	600
Digester Equipment Building	5,000
Dewatering and Compost	92,600
Total	177,400
Year Built	1960
Avg. Daily Occupancy	41

The City originally instructed YE to evaluate only the lighting at the Dewatering and Composing Buildings. During the later stages of the IGA development the City requested YE add the entire Wastewater Treatment Plant to the lighting scope of work. Because of the large number of transformers and importance of the site to the City's infrastructure and operation, YE included a survey of the electric transformers. Due to the limited scope of work, limited time and travel restrictions of the Coronavirus YE conducted a full lighting and electric transformer survey and did not include surveys of the HVAC systems, plug loads, wastewater treatment equipment. The following site description focused on the original Dewatering and Composting Building and the solar arrays onsite.

2.21.1 Facility Description

This facility is located at 73 Paseo Real and is part of the city's main wastewater treatment plant. This facility, constructed in 2009, has a 450'x200' open Composting Windrow Processing Building and a smaller 70'x59' attached Dewatering Building. The processing area is an open space where compost is laid out in an evenly stacked row to dry. The dewatering building contains two large belt press processing machines in the belt filter press room. Additional rooms in this building include a chemical room, electrical room, private restroom, and office.



Figure 58: Wastewater Treatment Plant Site Aerial View

2.21.2 Hours of Operation

Monday	24 hours
Tuesday	24 hours
Wednesday	24 hours
Thursday	24 hours
Friday	24 hours
Saturday	24 hours
Sunday	24 hours

2.21.3 Building Envelope

The Composting Windrow Processing Area

This building is a premanufactured metal building with exterior metal wall panels and a sloped metal roof; both are insulated. There are several large metal sliding hangar doors and smaller personnel doors. There are no windows; approximately 120 skylights assist in illuminating the space.



Figure 59: Interior of Wastewater Treatment Plant Composting Building

Dewatering Area

The walls of this building are constructed from split face concrete masonry unit (CMU) blocks with no additional insulation. The roof structure is precast concrete with a toping slap supporting a single-ply roofing system over polyisocyanurate tapered rigid insulation. There is one large window that looks out to the composting area. Three large metal overhead coil doors face the south. There are four metal doors located on the perimeter of the building, with one double-door leading into the chemical room.

2.21.4 Lighting

The Composting Windrow Processing Area

High bay fixtures illuminate this area with a 250W metal halide (MH) lamp.

Dewatering Area

The open belt press room is illuminated by ceiling hanging pendant fixtures with 175W high-pressure sodium (HPS) lamps. The remainder of the areas are is illuminated by industrial type 1’x4’ fixtures with

two 32W T-8 lamps. Wall-mounted shoebox fixtures provide exterior lighting with 100W HPS lamps. A large amount of high wattage fixtures makes this building a good candidate for a lighting retrofit.

Refer to **Appendix D1** for a lighting fixture inventory.

2.21.5 HVAC System

The Composting Windrow Processing Area

The only system that conditions this area are side-mounted supply fans on the east wall and matching larger exhaust fans on the west wall.

Dewatering Area

This building has an exhaust fan system with make-up air (MUA) unit located on the roof. The MUA unit has evaporative cooling and natural gas heating sections. Two additional split systems condition the electrical room and office. A small unit heater (UH) conditions the chemical room and a 2'x4' electrical radiant heater panel in the restroom.

Additional information is available in **Appendix C1**.

2.21.6 Plug Loads

Plugs load for this facility include typical equipment for a small office that does not get used frequently. In the chemical room, there is a set of industrial-size compressors with storage tanks.

2.21.7 Domestic Hot Water

The domestic hot water (DHW) system is a small portion of the energy consumption and the available data collected during the field survey are tabulated in **Appendix C1**.

2.21.8 Other

Utility Set

Two large industrial units are used in the preparation of the composting material. This equipment includes natural gas heating sections and electric motors that run belts that process the material. There is an additional pressure steamer located in the chemical room used to clean the equipment in the press room.



Figure 60: Compost Material Preparation Units

Solar PV Systems

The city entered a power purchase agreement (PPA) with Cripple Creek Solar, LLC and later transferred to Dissigno Holdings, LCC in July 2016. A revised second contract amendment revised the system size from 100kW to 94.9kW DC. The system is a ground-mounted PV system as shown Figure 61. Additional information regarding rate and production is available in the Baseline Utility Analysis section of this report.



Figure 61: Existing Solar PV Array at Wastewater Treatment Plant Adjacent to Composting Building

The city entered a power purchase agreement (PPA) with SunEdison Orgination2, LLC. The original PPA indicates that the system size is 1,114kW DC. The system is a ground-mounted PV system as shown Figure-62. Additional information regarding rate and production is available in the Baseline Utility Analysis section of this report.

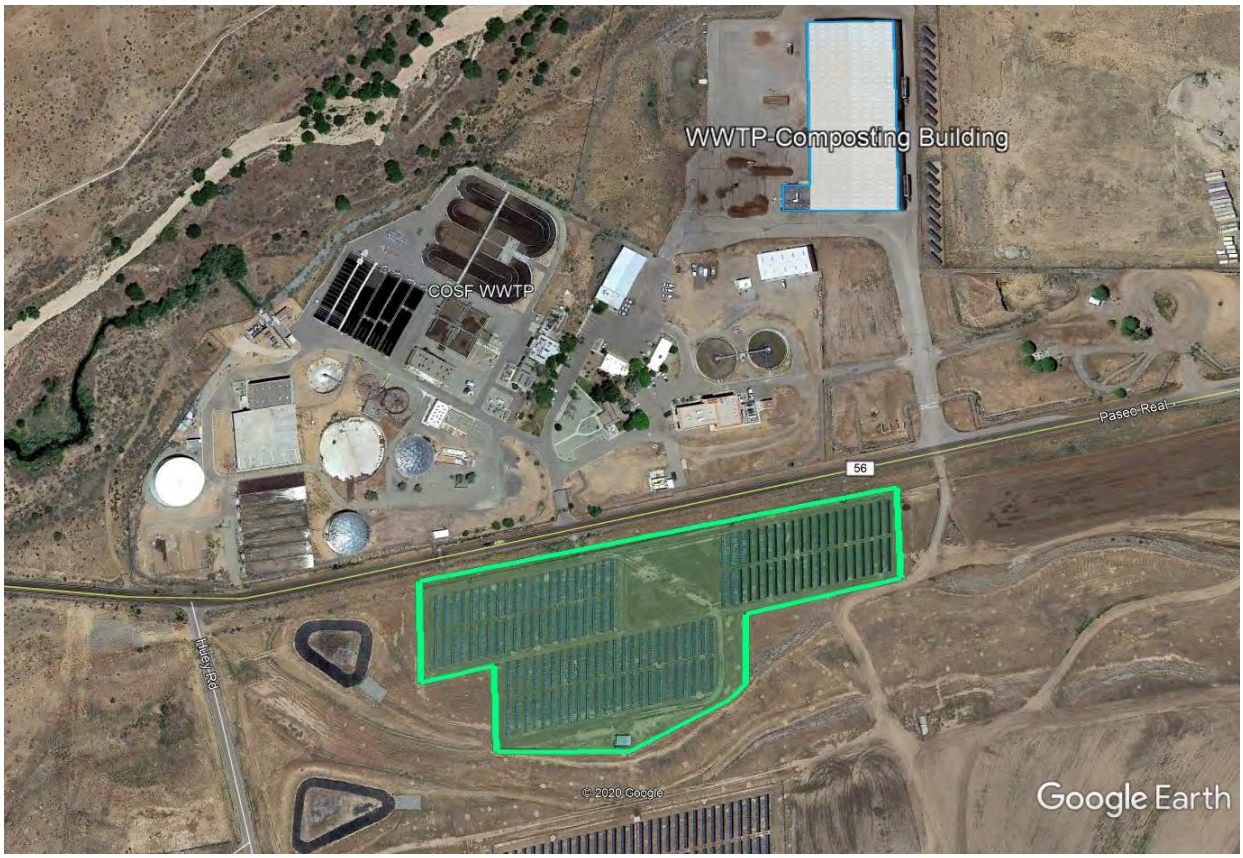


Figure 62: Existing Solar PV Array at Wastewater Treatment Plant Main

2.22 Pump Houses

2.22.1 Facility Description

Although these facilities are spread throughout the city and county area, the majority are located on the east side of the city along the Santa Fe River and the west side along the Old Buckman Road that leads down to the Rio Grande River where the lift station is located. The Rio Grande River and Santa Fe River along with the San Juan River Diversion provide the water sources delivered to the City. The Buckman Diversion Project is a joint project between the City and County of Santa Fe "to build a reliable and sustainable water supply."

The majority of energy consumption for these sites is from the electric motors that drive the pumps, and these are tabulated below:

Table 8: Water Division Pump House Facility Information

No.	Name	Lat.	Long.	Pump HP	Pump Qty	Notes
1.22	10M Gallon Tank	35.717	-105.961	110	1	
1.23	10M Gallon Tank Booster Station #1	35.717	-105.961	15	4	
				150	2	
				250	1	
				400	1	
1.24	Buckman Booster Station #1	35.870	-106.065	400	2	
1.25	Buckman Booster #3 & Well #13	35.737	-106.073	250	1	
				N/A	2	
1.26	Buckman Booster Station #4	35.713	-106.017	400	2	Plans to upgrade to (3) 600HP
1.27	Buckman Well #1	35.835	-106.159	400	1	Being Renovated
1.28	Buckman Well 10 (Booster D)	35.776	-106.114	200	1	
				400	1	
1.29	Calle de Agua Tank (Summit Booster)	35.706	-105.907	75	2	
1.30	Camino La Canada	35.678	-105.971	200	1	
1.31	Cristo Rey Church Pump	35.680	-105.916	200	1	
				150	2	

No.	Name	Lat.	Long.	Pump HP	Pump Qty	Notes
1.32	Dempsey Booster Station	35.687	-105.896	100	3	
1.33	St. Michaels & Railroad Pump	35.659	-105.966	125	1	
1.34	Well Los Montoyas	35.713	-105.972	300	1	

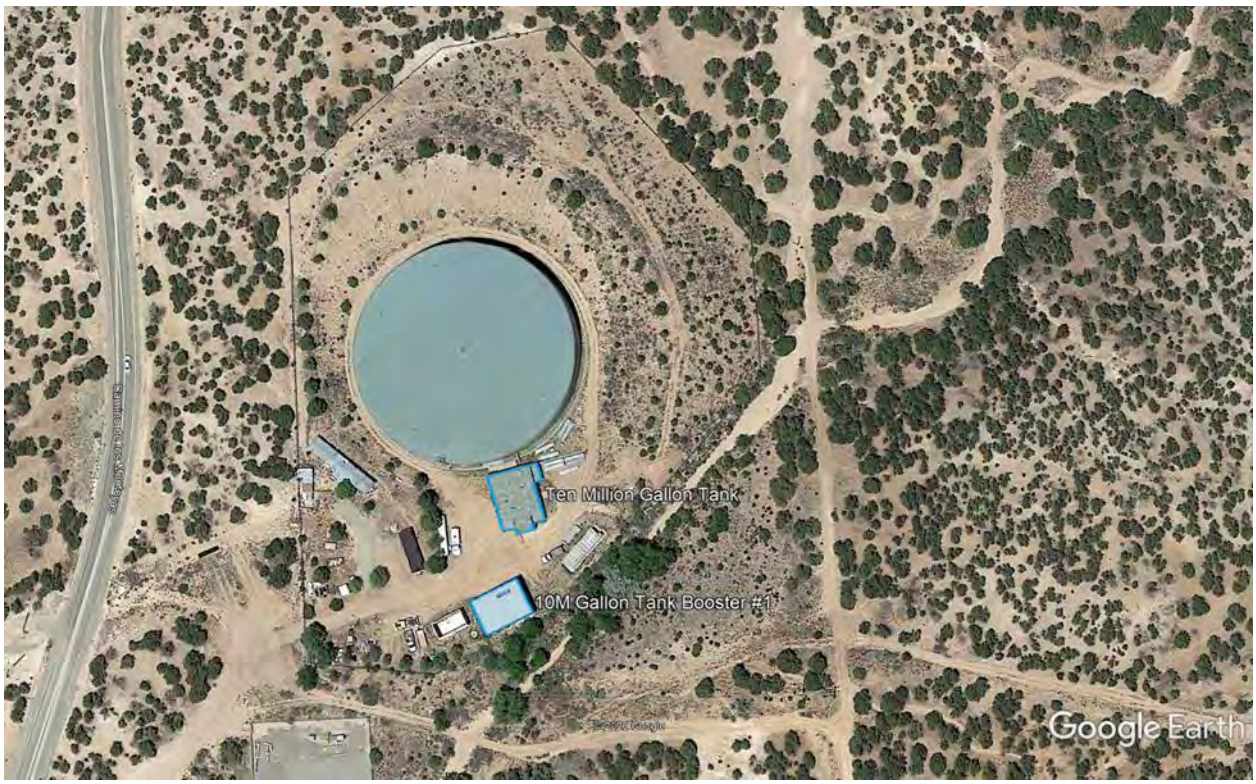


Figure 63: Aerial View of 10M Gallon Tank and 10M Gallon Tank Booster IGA Buildings

2.22.2 Hours of Operation

Hours of operation vary daily, seasonally, and annually depending on demand and annual snowpack.

2.22.3 Building Envelope

These facilities are typically constructed with concrete masonry unit (CMU) blocks, precast, and poured in place concrete walls. The roof structure is typically steel bar joist supporting metal decking with a built-up insulated roof membrane. Typically, there are no windows. Doors include single or double metal doors. Most facilities include a metal roll-up door for pump access.

2.22.4 Lighting

Typical interior lighting is provided by 1'x4' or 2'x4' fixtures with 32W T-8 lamps. Several of the larger sites include low bay fixtures with 150W lamps. Exterior lighting is from wall pack and wall wash fixtures with 75, 100, 150, or 175W lamps. The high wattage fixtures make these sites good candidates for a lighting retrofit.

2.22.5 HVAC System

These systems vary by site. Typically, electric unit heaters (UH) provide heating and make-up air units with evaporative cooling section or air handler units (AHU) with mechanical cooling systems provide cooling.

2.22.6 Plug Loads

Plug loads typically include a mid-size industrial compressor with an air storage tank. Some sites include a refrigerator and microwave. Desktop computers are at some locations.

2.22.7 Domestic Hot Water

The domestic hot water (DHW) system is a small portion of the energy consumption and the available data collected during the field survey are tabulated in **Appendix C1**.

2.22.8 Other

NG Generators

Sites typically have a backup natural gas generator that energizes the facilities in case of an electric grid failure.

Booster Station #4 Upgrade

A site upgrade is currently under design by COSF that included replacing the existing two pumps with 400HP motors with three new pumps with 600HP motors. According to the city, this will significantly increase the pump operating load from 792 KVA to 1,926 KVA requiring the replacement of the existing 1,500 KVA transformers to 3,000 KVA transformers.

2.35 Buckman Direct Diversion Facility (BDD)



Facility Facts:

Facility Name	Buckman Direct Diversion Facility
Street Address	341 Caja Del Rio Rd
City, State, Zip	Santa Fe, NM 87506
Gross Area (ft²)	
RWLS Pump RM	2,000
Elec/Mech	2,040
BS1A	7,460
BS2A	6,090
Administration	10,770
Flash mix	880
ATF	16280
Maintenance	9,380
Switch Gear	1,620
Booster 4A/5A	3,680
Centrifuge	4,390
Chemical	8,580
Membrane Feed	1,830
Total	75,000
Year Built	2010
Avg. Daily Occupancy Full-Time Staff / Visitors	33 / 5,200 per Year

2.35.1 Facility Description

This facility is jointly owned and run by the city and Santa Fe County (SFC) through the Buckman Direct Diversion (BDD) initiative. The complex houses an administration building with offices, control room, locker rooms, breakroom, and testing laboratory. Additional facilities include a centrifuge building, maintenance building, chemical building, Advance Treatment Facility (ATF), and pump house containing booster pumps 4A and 5A.



Figure 64: BDD Main Aerial View of IGA Buildings

2.35.2 Hours of Operation

Monday	24 hours
Tuesday	24 hours
Wednesday	24 hours
Thursday	24 hours
Friday	24 hours
Saturday	24 hours
Sunday	24 hours

2.35.3 Building Envelope

This facility includes the main administration building with traditional single-story construction. The additional facilities including a centrifuge building, maintenance building, chemical building, Advance Treatment Facility (ATF), and pump house containing booster pumps 4A & 5. These buildings are all metal buildings.

2.35.3.1 Administration Building

The roof was not accessed at the time of visit but is flat with what appears to be a TPO exterior supported by steel joists with metal decking and batt insulation in the ceiling space. The exterior walls are 2”x6” metal at 16” on center, filled with batt insulation, covered with a tan stucco exterior, and sheet rocked interior. The majority of windows throughout the building are double paned, including a large window wall at the entrance. The main entrance on the east side of the building is through a set of metal double-doors with windows. An additional metal door with windows is located on the west side. Auxiliary entrances located around the building are single doors made of wood or metal. The largest area of infiltration/exfiltration is at the doors on the building perimeter. These doors would benefit from new weather-strip and door sweeps that would reduce energy consumption. Sealing several penetrations around the perimeter walls would reduce air infiltration/exfiltration and energy loss.



Figure 65: Gaps in Building Envelope at BDD Main

2.35.3.2 Other (Metal) Buildings

These buildings have green sloped metal roofs and the walls that are also metal with tan exterior stucco. Windows are double paned, and doors are metal. There are several large sliding metal doors on a number of the buildings.

2.35.4 Lighting

2.35.4.1 Administration Building

Interior lighting consists of mostly 2'x4' grid troffers with two or three 32W T-8 lamps in the common areas, and offices. The locker rooms and restrooms are illuminated from 1'x4' wrap around and vanity wall-mounted fixtures with two lamps 32W T-8's and 8" recessed cans with one 32W compact fluorescent lamp. Exit signs have 4W LED lamps. The fact that the majority of the space illumination is from the existing 32W T-8 lamps makes this building a good candidate for a lighting retrofit.

2.35.4.2 ATF Building

The majority of the space is illuminated by high bay fixtures, with one, 400W metal halide (MH) lamp. Additional lighting consists of mostly 1'x4' vapor tight or industrial hood fixtures, with two or three lamps, 32W T-8 fixtures. The existing 400W MH lamps make this building a good candidate for a lighting retrofit. Exit signs have 4W LED lamps.

2.35.4.3 Booster 4A/5A

Interior lighting consists of mostly 1'x4' vapor tight or industrial hood fixtures, with two or three, 32W T-8 lamps, which make this building a good candidate for a lighting retrofit. Exit signs have 4W LED lamps.

2.35.4.4 Centrifuge Building

This building is illuminated by high bay fixtures, with one, 400W metal halide (MH) lamp, and 1'x4' vapor tight or industrial hood fixtures, with two or three, 32W T-8 lamps which make this building a good candidate for a lighting retrofit.

2.35.4.5 Chemical Building

The majority of this building is illuminated by high bay fixtures, with one, 400W metal halide (MH) lamp and 1'x4' vapor tight or industrial hood fixtures, with two or three, 32W T-8 lamps which make this building a good candidate for a lighting retrofit. Exit signs have 4W LED lamps.

2.35.4.6 Maintenance Building

This building is illuminated by high bay fixtures, with one, 400W metal halide (MH) lamp, and 1'x4' vapor tight fixtures, with two or three, 32W T-8 lamps which make this building a good candidate for a lighting retrofit.

2.35.4.7 Membrane Feed Building

The majority of this building is illuminated by high bay fixtures, with one, 400W metal halide (MH) lamp and 1'x4' vapor tight or industrial hood fixtures, with two or three, 32W T-8 lamps which make this building a good candidate for a lighting retrofit. Exit signs have 4W LED lamps.

2.35.4.8 Switch Gear Building

This building is illuminated by 1'x4' vapor tight fixtures, with three, 32W T-8 lamps, which make this building a good candidate for a lighting retrofit. Exit signs have 4W LED lamps. Wall switches with occupancy sensors are typically found in offices and restrooms.

2.35.4.9 Exterior Lighting

The exterior is illuminated by wall pack fixtures, with one, 40W, or 120W LED lamp.

Refer to **Appendix D1** for a lighting fixture inventory.

2.35.5 HVAC Equipment

The Heating, Ventilation, and Air Conditioning (HVAC) systems are as explained in the following sections.

2.35.5.1 Administration Building

Air handlers condition this building with a chiller/boiler hydronic system. Additional split systems condition the IT and communication rooms.

2.35.5.2 Other Buildings

These buildings are typically conditioned by either ground-mounted package units with DX cooling and natural gas heating or air handlers. There are additional unit heaters typically hung from the ceiling in open spaces and split systems in computer and communication rooms.

Additional information is available in **Appendix C1**.

2.35.6 Plug Loads

The Administration Building and the Maintenance Building are the two buildings in this facility that have associated plug loads. The rest of the buildings are industrial with equipment associated with the water treatment and pump houses.

2.35.6.1 Administration Building

The plug loads associated with this building vary by space type. The plug loads are typical for an office and include computers, monitors, and printers. The breakroom has standard equipment, including a coffee machine, two microwaves, two electric ranges, and two refrigerators along with a couple of vending machines. The control room includes several computer stations with multiple monitors. There is also a server located in dedicated rooms and a small water testing laboratory.

2.35.6.2 Maintenance Shop

The plug loads associated with this building vary by space type. An open office room has cubicle spaces with office plug loads such as computers, monitors, and printers. Adjacent to the offices is a small break/kitchen space that has standard equipment, including a coffee machine, microwave, and refrigerator. This building has various workshop equipment, including welding machines (not all plugged in), a drill press and so forth.

Refer to **Appendix C3** for detailed plug load inventory and **Appendix D3** plug load power densities.

2.35.7 Domestic Hot Water

The domestic hot water (DHW) system is a small portion of the energy consumption and units are typically located in a mechanical closet and include a tank natural gas heater that varies by size. The available data collected during the field survey are tabulated in **Appendix C1.**

2.35.8 Other

Water Treatment Equipment

There is a large amount of energy-consuming equipment related to the moving and treatment of water. The available data collected during the field survey are tabulated in **Appendix C2.**

Solar PV System

The city entered a power purchase agreement (PPA) with American Capital Energy, LCC that installed a 1,166kW DC capacity ground-mounted solar PV system that includes (4,320) 250W panels.

Additional information regarding the Utility Baseline is included in the Section 3.0 of this report.



Figure 66: Existing Solar PV Array at BDD Main Site

2.36 Pump Houses

2.36.1 Facility Description

These facilities are located along the Old Buckman Road that leads down to the Rio Grande River where the BDD lift station is located.

The majority of energy consumption for these sites is from the electric motors that drive the pumps, and these are tabulated below:

Table 9: BDD Sites Facility Information

No.	Name	Lat.	Long.	Pump HP	Pump Qty	Notes
1.36	BDD Booster Station 1A	35.830	-106.160	15	5	
				800	4	
1.37	BDD Booster Station #2A	35.777	-106.110	700	1	
				250	3	
1.38	BDD Lift Station	35.836	-106.160	400	5	2 pumps being rebuilt
				50	5	

2.36.2 Hours of Operation

Hours of operation vary daily, seasonally, and annually depending on demand and annual snowpack.

2.36.3 Building Envelope

These facilities are typically constructed with concrete masonry unit (CMU) blocks, precast, and poured in place concrete walls. The roof structure is typically steel bar joist supporting metal decking with a built-up insulated roof membrane. Typically, there are no windows. Doors include single or double metal doors. Most facilities include a metal roll-up door for pump access.

2.36.4 Lighting

Typical interior lighting is provided by 1'x4' or 2'x4' fixtures with 32W T-8 lamps. Several of the larger sites include low bay fixtures with 150W lamp. The exterior lighting is from wall pack and wall wash fixtures with 75, 100, 150, or 175W lamps. The high wattage fixtures make these sites good candidates for a lighting retrofit.

Refer to **Appendix D1** for a lighting fixture inventory.

2.36.5 HVAC System

These systems vary by site. Typically, electric unit heaters (UH) provide heating and make-up air units with evaporative cooling section or air handler units (AHU) with mechanical cooling systems provide cooling.

2.36.6 Plug Loads

Plug loads typically include a mid-size industrial compressor with an air storage tank. Some sites include a refrigerator and microwave. Desktop computers are at some locations.

2.36.7 Domestic Hot Water

The domestic hot water (DHW) system is a small portion of the energy consumption and the available data collected during the field survey are tabulated in **Appendix C1**.

2.36.8 Other

Solar PV System at BDD 2A

Two meters service this site and the city installed a 753.41 kW DC / 1,000 kW AC ground-mounted system on each meter. Additional information regarding rate and production is available in the Baseline Utility Analysis section of this report.

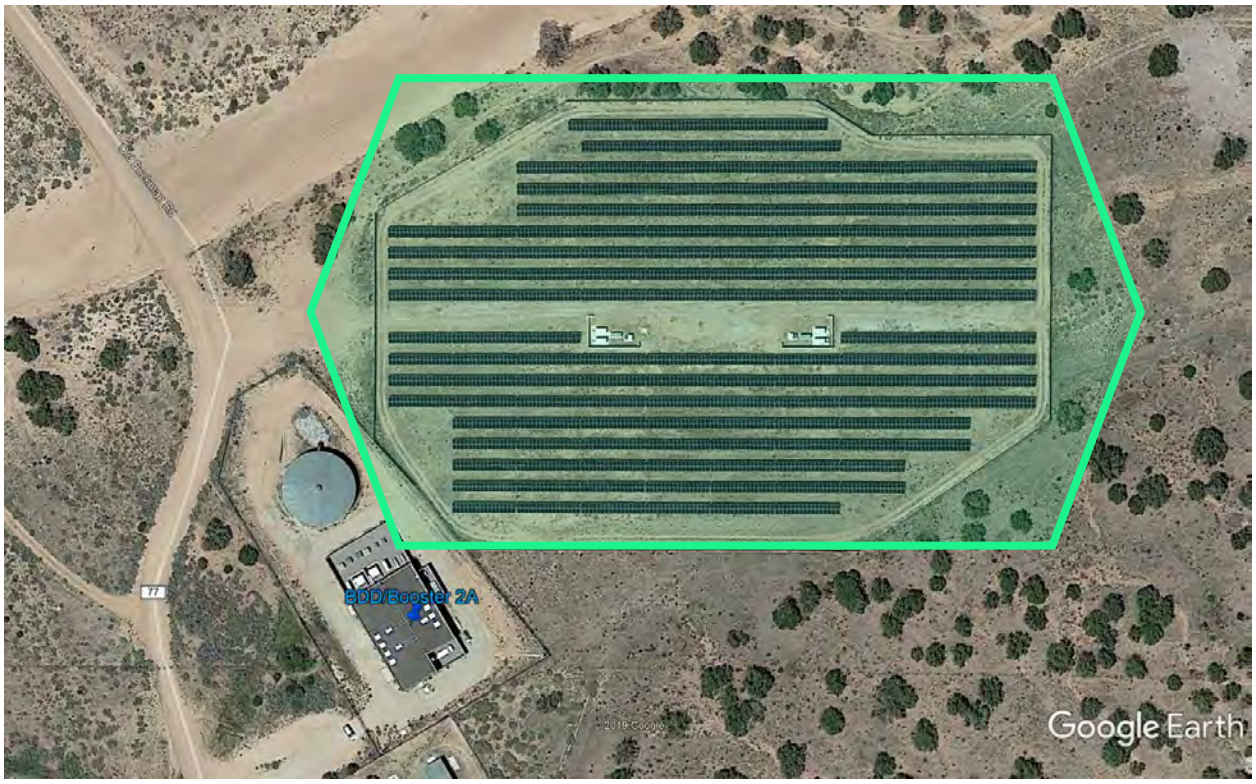


Figure 67: Existing Solar PV Array at BDD Booster 2A

NG Generators

Sites typically have a backup natural gas generator that energizes the facilities in case of an electric grid failure.

3.0 Baseline Utility Analysis

The baseline utility analysis was performed by evaluating utility records from 2016 through 2019. The baseline selected was from October 2016 through September 2019 which represents 36 months of data. The utility records consisted of electricity, natural gas, and water/sewer data from 154 meters. Refer to the following sections for information on all utilities and meters, and to **Appendix B1** for more detailed baseline utility information.

The following table and pie chart depict the baseline annual cost by utility type for all facilities included in the IGA.

Table 10: All Facilities Baseline Annual Cost Breakdown by Utility Type ($/year)

Facilities Baseline Utility Cost Summary	
Utility	$/Year
Electricity	$3,888,817
Natural Gas	$335,028
Water & Sewer	$317,231
Total	$4,541,076

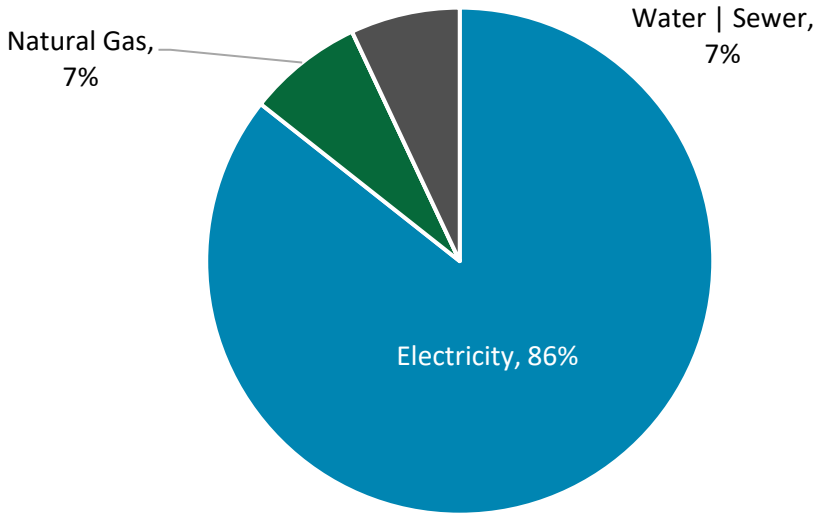


Figure 68: All Facilities Baseline Annual Utility Cost Breakdown by Utility Type ($/year)

The following table and pie chart depict the baseline annual energy consumption by utility type for all the facilities included in the IGA.

Table 11: All Facilities Baseline Annual Energy Consumption by Utility Type (kBTU/year)

Facilities Baseline Energy Summary	
Utility	kBTU/Year
Electricity	159,107,773
Natural Gas	75,732,660
Total	234,840,433

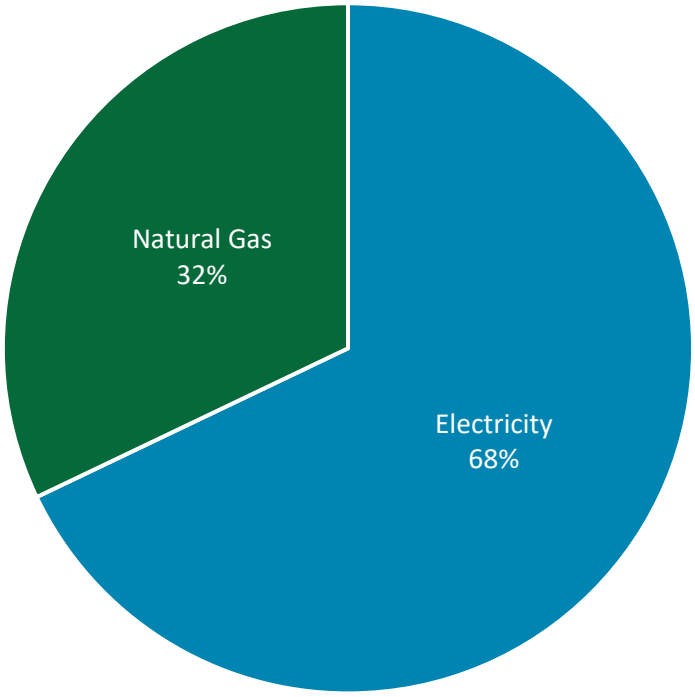


Figure 69: All Facilities Baseline Annual Energy Consumption by Utility Type (kBTU/year)

3.1 City of Santa Fe Facilities

As agreed with the COSF, there was no baseline established for the Fire Station #2 & Southside Transit. The Fire Station #2 is a new building that has not been constructed, therefore there is no historical data. The Southside Transit facility has not been used for a long period of time and is currently undergoing renovation. The new facility utilization will vary significantly from the original and upon the advice of the COSF, no baseline was established for this building.

Table 12 and Table 13 depict the baseline annual utility cost and consumption for each cities IGA facilities, respectively.

Table 12: COSF Facilities Baseline Annual Utility Cost Summary by Facility

Facility	Electric	Natural Gas	Water & Sewer	Total Cost
Bicentennial/ Alto Park Complex	$56,890	$12,104	$57,296	$126,290
Fire Station #8	$12,902	$3,557	$518	$16,978
Fort Marcy Recreation Complex	$42,558	$14,886	$7,612	$65,056
Genoveva Chavez Community Center	$329,938	$86,149	$158,498	$574,585
La Familia Medical Center	$44,687	$4,701	$2,401	$51,789
Municipal Recreation Complex	$87,701	$7,470	$0	$95,170
Police Dept- Admin	$52,405	$6,146	$1,367	$59,919
Public Library- Main	$30,557	$3,709	$1,266	$35,533
Public Library- Southside	$50,680	$8,507	$1,000	$60,187
Salvador Perez Swimming Pool	$44,062	$11,874	$56,538	$112,474
Sandoval Parking Garage Lot B	$21,576	$0	$372	$21,948
Santa Fe Convention Center	$155,846	$23,811	$10,015	$189,672
Santa Fe Regional Airport	$48,233	$7,629	$460	$56,323
Siler Complex	$59,720	$17,081	$4,587	$81,388
Siringo Complex	$30,789	$9,782	$6,796	$47,368
Transit Administration	$75,611	$9,629	$6,558	$91,799
Total	$1,144,155	$227,035	$315,286	$1,686,477

Table 13: COSF Facilities Baseline Annual Utility Consumption Summary by Facility

Facility	Electric	Natural Gas	Water & Sewer	Total
	kWh	therm	kgal	kBTU
Bicentennial/ Alto Park Complex	457,634	26,997	4,489	4,261,114
Fire Station #8	99,360	7,547	81	1,093,750
Fort Marcy Recreation Complex	379,867	34,827	1,166	4,778,772
Genoveva Chavez Community Center	3,792,381	204,408	9,355	33,380,403
La Familia Medical Center	367,040	10,175	377	2,269,807
Municipal Recreation Complex	677,194	15,559	0	3,866,519
Police Dept- Admin	556,107	14,243	215	3,321,703
Public Library- Main	239,900	7,816	199	1,600,139
Public Library- Southside	454,853	19,410	157	3,492,926
Salvador Perez Swimming Pool	451,758	27,103	4,276	4,251,647
Sandoval Parking Garage Lot B	166,620	0	49	568,507
Santa Fe Convention Center	1,529,079	54,504	1,244	10,667,618
Santa Fe Regional Airport	401,178	16,289	72	2,997,752
Siler Complex	475,433	36,717	706	5,293,845
Siringo Complex	248,727	18,983	736	2,746,983
Transit Administration	722,460	20,475	871	4,512,550
Total	11,019,590	515,052	23,995	89,104,035

3.2 Public Utility Facilities

Table 14 and Table 15 depict the baseline annual utility cost and consumption for each of the Public Utility's IGA facilities, respectively. The Water Treatment Plant (WTP) and Wastewater Treatment Plant (WWTP), along with the pump houses are not charged for their water consumption, therefore no data was available.

Table 14: Public Utility Facilities Baseline Annual Utility Cost Summary by Facility

Facility	Electric	Natural Gas	Water & Sewer	Total Cost
Canyon Road Water Treatment Plant	$71,913	$6,839	----	$78,752
Santa Fe Water Division Office	$32,468	$2,877	$1,944	$37,290
WWTP	$544,839	$52,885	----	$597,724
10M Gallon Tank	$35,782	$0	----	$35,782
Camino La Canada	$27,290	$0	----	$27,290
Cristo Rey Church Pump	$67,162	$0	----	$67,162
Dempsey Booster Station	$30,358	$0	----	30,358
10M Gallon Tank Booster Station #1	$22,948	$0	----	$22,948
Well Los Montoyas	$35,790	$749	----	$36,538
St. Michaels & Railroad Pump	$28,221	$0	----	28,221
Calle de Agua Tank (Summit Booster 1212)	$17,157	$0	----	$17,157
Buckman Well 10 (Booster D)	$43,811	$1,401	----	$45,212
Buckman Booster Station #1	$35,880	$1,771	----	37,651
Buckman Booster Station #4	$217,463	$1,996	----	$219,460
Buckman Well #1	$29,537	$0	----	$29,537
Buckman Booster #3 & Well #13	$218,596	$2,388	----	220,983
Total	$1,459,215	$70,906	$1,944	$1,532,065

Table 15: Public Utility Facilities Baseline Annual Utility Consumption Summary by Facility

Facility	Electric	Natural Gas	Water	Total
	kWh	therm	kgal	kBTU
Canyon Road Water Treatment Plant	825,973	15,253	----	4,343,521
Santa Fe Water Division Office	349,685	5,506	306	1,743,757
WWTP	7,823,142	129,738	----	39,666,327
10M Gallon Tank	345,757	0	----	1,179,722
Camino La Canada	250,175	0	----	853,598
Cristo Rey Church Pump	698,377	0	----	2,382,863
Dempsey Booster Station	267,600	0	----	913,051
10M Gallon Tank Booster Station #1	175,280	0	----	598,055
Well Los Montoyas	348,994	1,073	----	1,298,069
St. Michaels & Railroad Pump	277,865	0	----	948,075
Calle de Agua Tank (Summit Booster 1212)	125,548	0	----	428,370
Buckman Well 10 (Booster D)	461,240	521	----	1,625,851
Buckman Booster Station #1	361,600	1,734	----	1,407,179
Buckman Booster Station #4	2,584,000	2,468	----	9,063,408
Buckman Well #1	291,085	0	----	993,183
Buckman Booster #3 & Well #13	2,650,600	3,830	----	9,426,814
Total	17,836,922	160,123	306	76,871,845

3.3 BDD Sites

Table 16 and Table 17 depict the baseline annual utility cost and consumption for each the BDD IGA facilities, respectively. The BDD sites are not charged for their water consumption therefore no data was available.

Table 16: BDD Sites Baseline Annual Utility Cost Summary by Facility

Facility	Electric	Natural Gas	Water & Sewer	Total Cost
BDD Main	$511,270	$35,317	----	$546,586
BDD Booster Station #2A	$166,037	$0	----	$166,037
BDD Lift Station	$165,422	$1,771	----	167,193
BDD Booster Station 1A	$442,718	$0	----	$442,718
Total	$1,285,446	$37,088	----	$1,322,534

Table 17: BDD Sites Baseline Annual Utility Consumption Summary by Facility

Facility	Electric	Natural Gas	Water & Sewer	Total
	kWh	therm	kgal	kBTU
BDD Main	4,532,933	80,420	----	23,508,366
BDD Booster Station #2A	5,240,350	0	----	17,880,075
BDD Lift Station	2,114,857	1,732	----	7,389,093
BDD Booster Station 1A	5,887,168	0	----	20,087,019
Total	17,775,309	82,152	----	68,864,553

3.4 Benchmarking

Benchmarking is comparing indices of performance from "typical" buildings to those of the Agency of the same type and function. This allows for inter-Agency comparisons to occur as well in order to understand which of the buildings have the greatest potential for savings. In this instance, the COSF has some building typologies which do not have benchmarked data to compare against. Therefore, the benchmarking excludes the pump houses.

3.4.1 Baseline Energy Utilization Index (EUI)

A common approach to benchmarking a facility is through the comparison of the facility's Energy Utilization Index (EUI) against that of similar facilities. The EUI is determined by dividing the total annual energy consumption by the area of the facility (kBTU/ft^2/Year). The lower the EUI, the better the energy performance of the facility in the IGA.

3.4.1.1 City Facilities

Table 18 and Figure 70 depicts the EUI for each of the city's facilities included in the IGA.

Table 18: COSF Facilities Baseline EUI Summary (kBTU/ft²/Year)

Facility	EUI kBTU/ft²/Yr.
Bicentennial/ Alto Park Complex	127.20
Fire Station #8	104.17
Fort Marcy Recreation Complex	183.80
Genoveva Chavez Community Center	214.94
La Familia Medical Center	90.79
Municipal Recreation Complex	203.50
Police Dept- Admin	110.72
Public Library- Main	57.15
Public Library- Southside	134.34
Salvador Perez Swimming Pool	250.10
Sandoval Parking Garage Lot B	4.37
Santa Fe Convention Center	148.16
Santa Fe Regional Airport	133.23
Siler Complex	120.04
Siringo Complex	77.38
Transit Administration	179.30

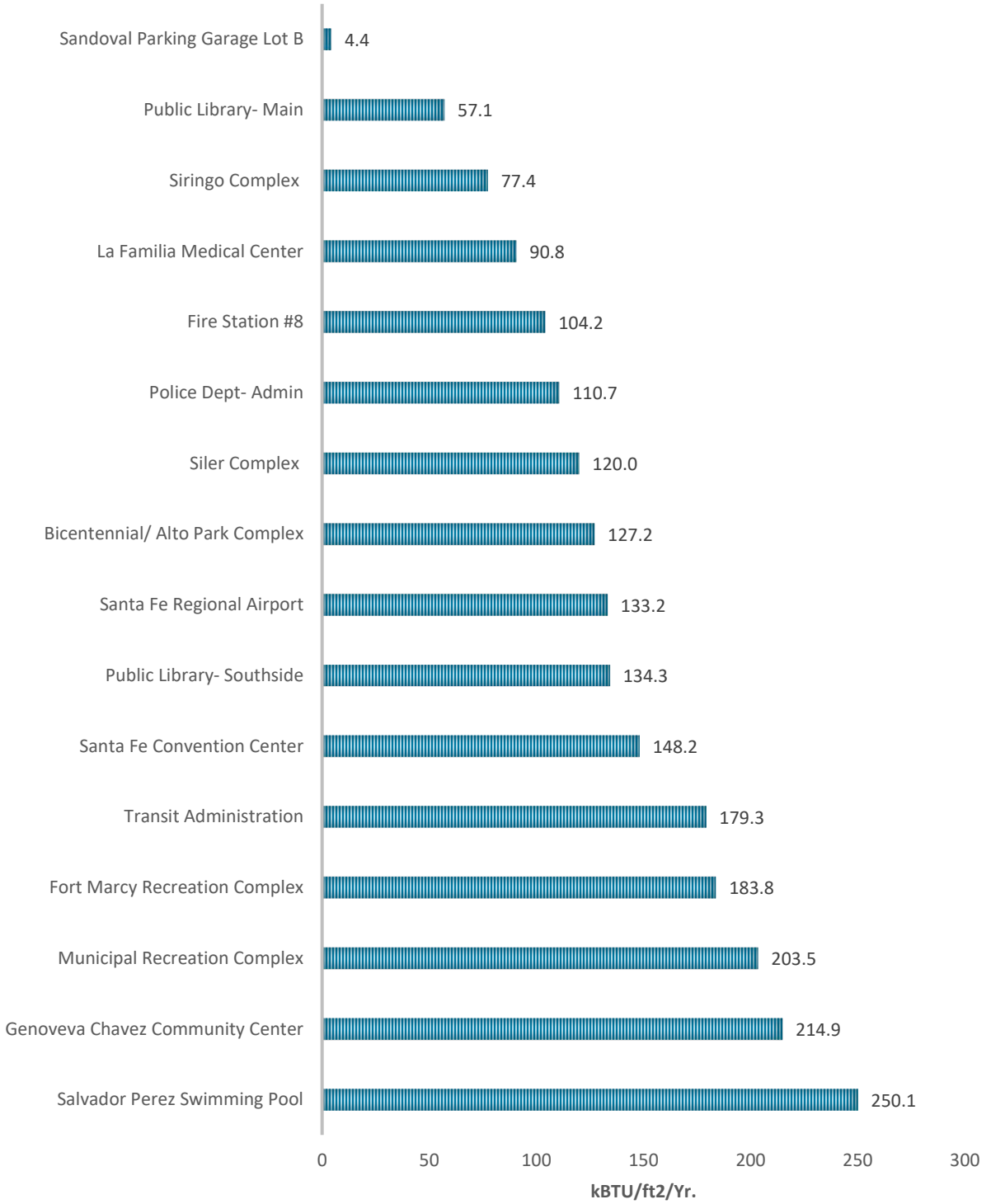


Figure 70: COSF Facilities Baseline EUI Comparison (kBTU/ft^2/Year)

Based on the EUI Benchmarking analysis above:

- The Salvador Perez Swimming Pool has a high EUI due to a large amount of natural gas used for pool water and building heating.
- The Municipal Recreation Center has a relatively high EUI due to the small area and the additional two pump houses associated with the energy consumption of that facility.
- The Genoveva Chavez Community Center has a large area and this facility includes three swimming pools and an ice hockey rink that all consume large amounts of energy.
- The Sandoval Parking Garage has a low EUI as this is an open-air parking facility with limited heating and cooling and the lighting system was previously upgraded to LED technology several years ago.

3.4.1.2 Public Utility Facilities

Table 19 and Figure 71 depict the EUI for each facility included in the IGA. The pump houses and booster stations have very high consumption and very small space therefore they are not benchmarked.

Table 19: Public Utility Facilities Baseline EUI Summary (kBTU/ft²/Year)

Facility	EUI kBTU/ft²/Yr.
Canyon Road Water Treatment Plant	203.92
Santa Fe Water Division Office	60.76
WWTP	223.60

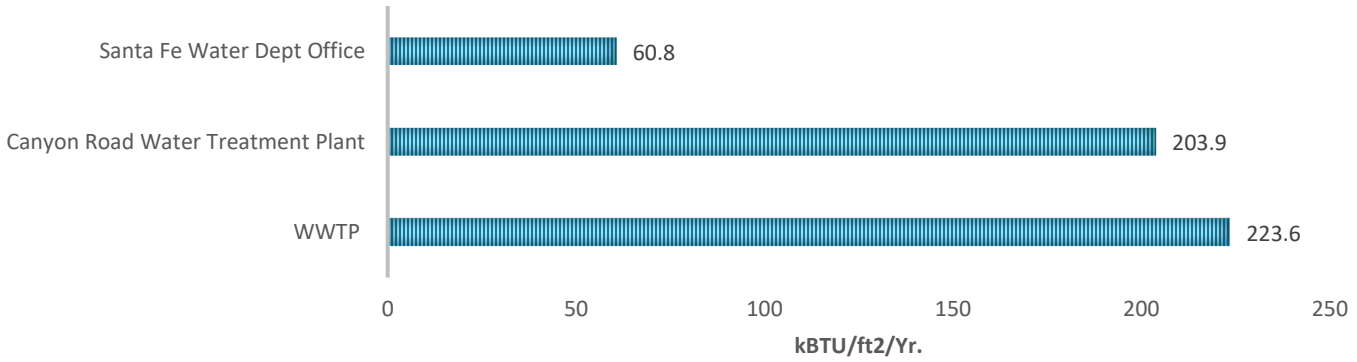


Figure 71: Public Utility Facilities Baseline EUI Comparison (kBTU/ft²/Year)

Based on the EUI Benchmarking analysis above:

- The WWTP has a high EUI because of the small building area and high energy consumption typical to a WWTP.
- Canyon Road Treatment Plant & BDD has a large amount of equipment that is used to pump and treat water that consumes energy.

3.4.1.3 BDD Sites

The BDD pump houses and booster stations have very high consumption and very small space therefore they are not benchmarked.

3.4.2 Baseline Energy Utilization (EUI) Comparison

The following table and chart depict the EUI for each facility included in the IGA. Where applicable, the baseline EUI of each facility is benchmarked against similar type facilities located in a similar climate region using the Commercial Buildings Energy Consumption Survey (CBECS) 2012, a national sample survey that collects energy-related information on the stock of U.S. commercial buildings (CBECS 2012 Table C10).

Table 20: Baseline EUI Comparison to CBECS

Facility	COSF EUI	CBECS Mean EUI	CBECS
	kBTU/ft^2/yr.	kBTU/ft^2/yr.	Category
Bicentennial / Alto Park Complex	127.2	82.4	Public Assembly
BDD Main	313.4	N/A	N/A
Canyon Road Water Treatment Plant	203.9	N/A	N/A
Fire Station #8	104.2	82.8	Public Order and Safety
Fort Marcy Recreation Complex	183.8	82.4	Public Assembly
Genoveva Chavez Community Center	214.9	82.4	Public Assembly
La Familia Medical Center	90.8	166.8	Healthcare
Municipal Recreation Complex	203.5	N/A	N/A
Police Dept – Admin	110.7	85.3	Office

Facility	COSF EUI	CBECS Mean EUI	CBECS
	kBTU/ft²/yr.	kBTU/ft²/yr.	Category
Public Library – Main	57.1	82.4	Public Assembly
Public Library – Southside	134.3	82.4	Public Assembly
Salvador Perez Swimming Pool	250.1	82.4	Public Assembly
Santa Fe Convention Center	148.2	82.4	Public Assembly
Santa Fe Regional Airport	133.2	82.4	Public Assembly
Santa Fe Water Division Office	60.8	85.3	Office
Siler Complex	120.0	85.3	Office
Siringo Complex	77.4	85.3	Office
Transit Administration	179.3	85.3	Office
Wastewater Treat	223.60	N/A	N/A

3.4.3 Baseline Energy Cost Index (ECI)

Another common method for benchmarking a facility is through the comparison of the facility's Energy Cost Index (ECI) against that of similar facilities. The ECI is determined by dividing the total annual energy utility cost by the square footage of the facility ($/ft²/Year). The lower the ECI, the better the energy cost performance of the facility.

3.4.3.1 City Facilities

The following table and chart depict the baseline ECI for all facilities included in the feasibility study.

Table 21: COSF Facilities Baseline ECI Summary ($/ft²/Year)

Facility	ECI
	$/ft²/Yr.
Bicentennial/ Alto Park Complex	$2.06

Facility	ECI $/ft²/Yr.
Fire Station #8	$1.57
Fort Marcy Recreation Complex	$2.21
Genoveva Chavez Community Center	$2.68
La Familia Medical Center	$1.98
Municipal Recreation Complex	$5.01
Police Dept- Admin	$1.95
Public Library- Main	$1.22
Public Library- Southside	$2.28
Salvador Perez Swimming Pool	$3.29
Sandoval Parking Garage Lot B	$0.17
Santa Fe Convention Center	$2.50
Santa Fe Regional Airport	$2.48
Siler Complex	$1.74
Siringo Complex	$1.14
Transit Administration	$3.38

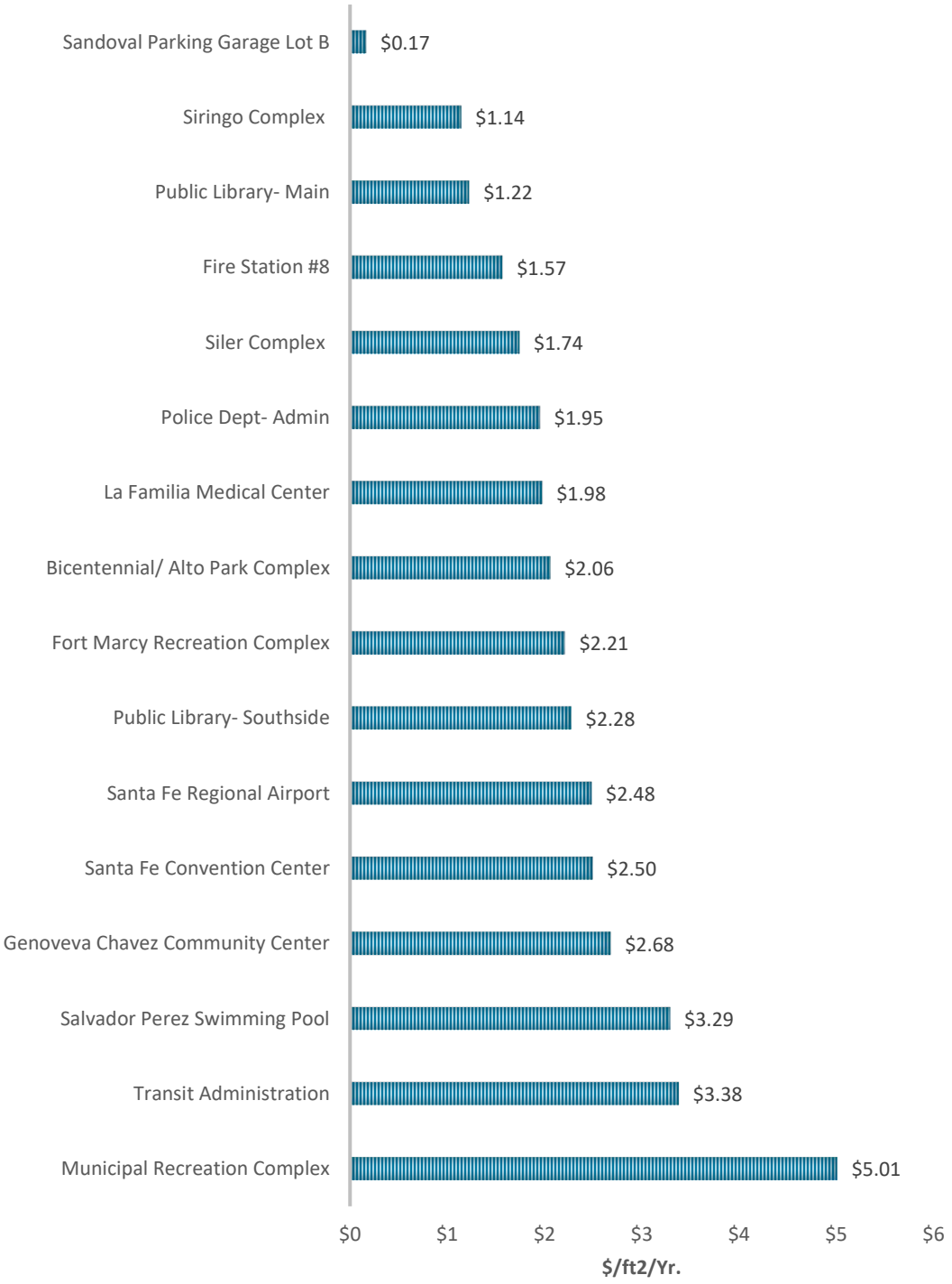


Figure 72: COSF Facilities Baseline EUI Comparison ($/ft²/Year)

3.4.3.2 Public utility Facilities

The following table and chart depict the baseline ECI for all facilities included in the feasibility study. The pump houses and booster stations have very high consumption and very small space therefore they are not benchmarked.

Table 22: Public utility Facilities Baseline ECI Summary ($/ft²/Year)

Facility	ECI $/ft²/Yr.
Canyon Road Water Treatment Plant	$3.70
Santa Fe Water Division Office	$1.23
WWTP	$3.37

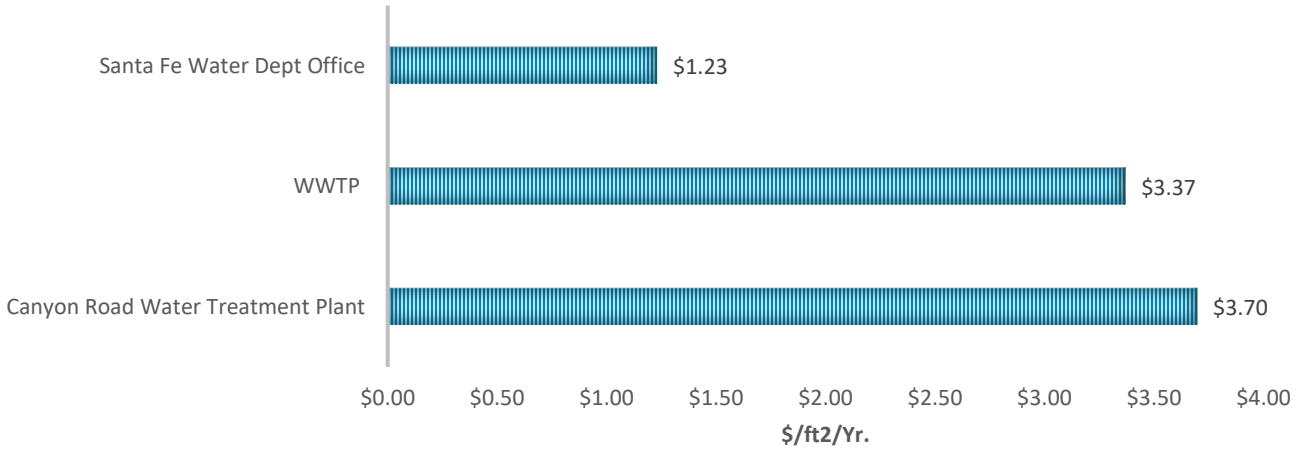


Figure 73: Public utility Facilities Baseline EUI Comparison ($/ft²/Year)

3.4.3.3 BDD Sites

The BDD pump houses and booster stations have very high consumption and very small space therefore they are not benchmarked.

3.5 Baseline Utility Rates

Refer to **Appendix B2** for more detailed baseline utility rate analysis information.

3.5.1 Electric

Public Service Company of New Mexico (PNM) is the electric utility provider for all sites and the rates are tabulated below.

Table 23: Electric Rates

Rate No.	Provider	Rate Description	Effective Date	On-Peak Demand	On-Peak Energy	Off-Peak Energy
				$/kW	$/kWh	$/kWh
2A	PNM	Small Power Service	Jan 1 2019	$0.0000	$0.1237	$0.1237
3B	PNM	General Power Service TOU	Jan 1 2019	$21.2998	$0.0534	$0.0397
3D	PNM	Pilot Muni/Counties General Power Service TOU	Jan 1 2019	$21.2998	$0.0534	$0.0397
3E	PNM	Pilot Muni/Counties General Power Service Low LF TOU	Jan 1 2019	$6.7747	$0.1210	$0.0762
4B	PNM	Large Power Service TOU	Jan 1 2019	$20.8558	$0.0497	$0.0398
11B	PNM	Water & Sewer Pumping Service TOU	Feb 1 2018	$0.0000	$0.1449	$0.0447

Time of use (TOU) rates have On-Peak and Off-Peak components. PNM On-Peak hours are Monday thru Friday, 8:00 am – 8:00 pm. All other hours are considered Off-Peak. There is also a seasonal difference in rates. Summer rates which apply during June, July, and August are higher.

3.5.2 Natural Gas

The natural gas for the City of Santa Fe is provided and billed through a contract with the domestic energy transportation company CenterPoint Energy. Natural gas is bought through the deregulated market by CenterPoint in block amounts agreed to by the city of Santa Fe on the first of the month

market (FOM). The agreed upon amount is estimated based on approximate usage and current commodity prices. CenterPoint charges the city a variable first of the month index, reflective of gas market price, plus $0.095 per MMBtu supply fee and a 1% New Mexico Gas Company (NMGC) fee for their system. To meet the actual gas usage for that month, gas must be purchased or sold on the daily market. This rate is calculated as the weighted average cost of gas (WACOG) from the previous month plus $0.095/MMBtu supply fee if being purchased and credited as WACOG if being sold back.

Table 24: Natural Gas Rates

Rate No.	Provider	Rate Description	Effective Date	$/ therm
54	CenterPoint	CenterPoint & NMGC Transmission Rate 54	July 19, 2019	$0.3822
200	CenterPoint	CenterPoint & NMGC Transmission Rate 200 (Rate 34 in Analysis)	July 20, 2019	$0.3183

3.5.3 Water and Sewer

The City of Santa Fe is the water and sewer utility provider. The city currently does not charge itself for sewer services even though they should according to the published ordinance. Should the COSF elect to charge for sewer in the future, the COSF would see an increase in their utility bill for these services. As a result, the proposed annual savings would also increase due to the reduction in sewer consumption.

Table 25: Water and Sewer Gas Rates

Rate No.	Provider	Rate Description	Effective Date	Water	Sewer
				$/kgal	$/kgal
COM	COSF	Commercial Base Rate | All Meter Sizes	March 1, 2018	$6.0600	$0.0000

3.6 Existing City-Owned Solar PV Arrays

Prior to this IGA, various locations within the COSF had opted to build solar PV arrays for their benefit. The following table provides details pertaining to those systems.

Table 26: Existing City-Owned Solar PV Arrays

Site	Owner	Electric Meter	System Size (kW DC)
BDD 2A	BDD	740524 742480	753.41
Water Division Office	Water Division	924088	49.10 & 33.40
GCCC	COSF	752393 740514	96.00 528.00

3.7 Solar Power Purchase Agreements (PPA)

A power purchase agreement is a contract between two parties, one who owns and maintains a power plant, in this case solar PV, and the other who typically hosts the power plant and agrees to purchase the power produced. The COSF has entered into several of these agreements and is hosting several solar photovoltaic power plants on-site at their facilities. Table 27 summarizes the key details of the existing PPA agreements (**Appendix E6**). The PPA rates ($kWh) outlined below do not include fixed meter charges and are extracted directly from the PPA contracts provided by the COSF with exception to BDD site. No PPA contract was available for this site, but upon confirmation from BDD site Management, the agreement does not include any fixed monthly cost. Therefore, YE calculated the PPA Rate for this system by dividing cost by energy produced. YE confirmed this approach as every month returned $/kWh. This would not be the case if there were any fixed meter charges applied.

Table 27: PPA Agreement Summary

Site Information			PPA Information			
Site	Electric Meter	System Size (kW DC)	System Owner	PPA Rate ($/kWh)	Contract Start Date	Contract End Date
BDD	743968	1166.0	American Capital Energy	0.155	January 1, 2011	January 1, 2031
WWTP Main	778050/778070	1,114.0*	SunEdision	0.0658	June 24, 2009	January 24, 2029
WWTP	740513	94.9**	Dissigno Holdings	0.1475	November 30, 2011	November 30, 2031
SFCC	777759	96.0*	Dissigno Holdings	0.1475	May 1, 2016	May 1, 2031
Transit Admin	778000	163.0***	RSBF	0.155	January 1, 2012	January 1, 2032

*According to original SunEdision PPA.
** Original SunEdison PPA showed 170 kW DC
*** Original SunEdison PPA showed 46 kW DC

In the case of the array adjacent to the WWTP Composting Bldg., according to the PPA contract, the purchase price is 0.1475, however, Dissigno Holdings is crediting the COSF with the monthly REC payments. Therefore, the actual rate paid is lower.

3.8 Renewable Energy Certificates (REC)

Renewable energy certificates are an incentive program offered by some utilities. Under these agreements, the utility pays system owners for the solar energy produced on-site. Purchase of these certificates are used by the utility to offset their GHG emissions. Table 28 depicts the existing REC Agreements for PV Production on COSF sites.

Note: The city should be aware when the REC agreements end, they will no longer receive these credits and there will be an increase in their bill. Therefore, in locations where the city receives these directly, they were not included in baseline analysis.

Table 28: REC Agreement Summary

Site Information			Renewable Energy Certificates				
Site	Electric Meter	System Size (kW DC)	REC Owner	REC Rate ($/kWh)	Avg. Annual REC Payment Received	Contract Start Date	Contract End Date
BDD Main	721790	1166.00	COSF	0.1500	$303,570	January 1, 2011	January 1, 2031
BDD 2A	537846	753.41	COSF	0.0200	$55,174	May 17, 2013	December 31, 2020
	413482		COSF	0.0153		May 17, 2013	December 31, 2020
WWTP-Compost	-	94.90	Dissigno Holdings	0.0800	NA	-	-
WWTP-Main	816595	1,114.00	COSF	0.1500	$363,495	-	-
SFCC	-		Dissigno Holdings	0.0800	NA	-	-
Transit Admin	-	163.00	RSBF	-	NA	-	-
Water Division Office	947604		COSF	0.5000	$5,173	unavailable	unavailable
GCCC	752366	96.00	COSF	0.0200	$4,377	unavailable	unavailable
GCCC	581129	528.00	COSF	0.0500	$4,634	unavailable	unavailable

As mentioned previously, despite being the owner of the REC, Dissigno Holdings credits COSF with the REC payments for the WWTP-Compost.

3.9 PNM Service Entrance Agreements at BDD

PNM had to build specific infrastructure to supply the BDD sites. Due to these costs, there was an agreement made between PNM and BDD to purchase a minimum of electricity annually for a specified duration. This agreement includes a financial penalty ($/kWh) on the difference between the Annual On-Peak Energy Requirement (kWh) and the actual amount (kWh) consumed. The details of these agreements can be seen in Table 29. YE and the COSF have reviewed these agreements and concluded that due to the agreement end date and project timeline this will have a minimal effect.

These agreements can be found in **Appendix B4**.

Table 29: PNM/BDD Service Entrance Agreement Summary

Point of Delivery	PNM Agreement No.	PNM Account No.	In-Service Date	Agreement End Date	Sub-Sta. Annual On-Peak Energy Requirement
BDD Service Entrance 1: Diversion Structure and Raw Water Lift Station	1025007	1025007	07/01/11	07/01/21	254,040 kWh
BDD Service Entrance 2: Sediment Removal and Booster Station 1A	1025008	1025008	07/01/11	07/01/21	613,200 kWh
BDD Service Entrance 3: Booster Station 2A	1025009	11025009	07/01/11	07/01/21	639,480 kWh
BDD Service Entrance 4: City/County Water Treatment Plant	1025010	1025010	07/01/11	07/01/21	963,984 kWh
Total	-----	-----	-----	-----	2,470,704 kWh

3.10 Baseline Utility meters

When discussing the utility meters, the following acronyms have been applied for the utility types:

ELEC: Electricity
NG: Natural Gas
WATER: Water

3.10.1 City Facilities

3.10.1.1 Bicentennial/ Alto Park Complex

Table 30: Bicentennial/Alto Park Complex Utility Meters and Rates

Utility Type	Area Served	Account #	Meter #	Rate
ELEC	Early Prevention	041257901-0453671-2	63271	ELEC-PNM-2A
ELEC	Senior Center	039050301-0434786-0	947566	ELEC-PNM-3D
ELEC	Head Start	043564500-0472091-8	760012	ELEC-PNM-2A
ELEC	Pool	042811500-0466425-0	526169	ELEC-PNM-2A
ELEC	Ball Park Lighting & Concession Stand	115942999-1249111-8	681172	ELEC-PNM-2A
NG	Head Start & Early Prevention	00000000-000000	N077271/ N077269	NG-CenterPoint-54
NG	Bicentennial Pool & Sr Citizen	080976621-0829521	5416790	NG-CenterPoint-54
NG	Sr Center Kitchen	080976620-0834937	6151086	NG-CenterPoint-54
NG	Alto Park Concession	080976624-1163476	1596805	NG-CenterPoint-54
WATER	4" Commercial-Irrigation	360217	1345581/ 1345582	WATER-COSF-COM
WATER	2" Commercial	360217	134365	WATER-COSF-COM
WATER	1"- Irrigation	360217	119295	WATER-COSF-COM
WATER	NA	360217	9941694	WATER-COSF-COM

Head Start and Early Prevention are served by meters N077271 and N077269. Early Prevention has been vacant and shortly after the natural gas was shut off due to a leak. No account data was available for this site, therefore no natural gas savings where attributed.

3.10.1.2 Fire Station #2

Table 31: Fire Station #2 Utility Meters and Rates

Utility Type	Area Served	Account #	Meter #	Rate
ELEC	All	115942762-0462227-1	594570	ELEC-PNM-2A
NG	All	080976605-1170459	269020	NG-CenterPoint-54

3.10.1.3 Fire Station #8

Table 32: Fire Station #8 Utility Meters and Rates

Utility Type	Area Served	Account #	Meter #	Rate
ELEC	All	115942916-1269792-6	662544	ELEC-PNM-2A
NG	All	080976640-1333588	44863	NG-CenterPoint-54
WATER	All	531195.00	134144	WATER-COSF-COM

3.10.1.4 Fort Marcy Recreation Complex

Table 33: Fort Marcy Utility Meters and Rates

Utility Type	Area Served	Account #	Meter #	Rate
ELEC	Main	039986902-0442716-2	947565	ELEC-PNM-3D
NG	All	080976626-0826059	8274066	NG-CenterPoint-54
WATER	All	357026.00	1345292/ 1345291	WATER-COSF-COM

3.10.1.5 Genoveva Chavez Community Center

Table 34: GCCC Utility Meters and Rates

Utility Type	Area Served	Account #	Meter #	Rate
ELEC	Main Meter	115942967-0474238-8	752393	ELEC-PNM-4B
ELEC	Main meter Solar REC	115942967-0474238-8	752366	ELEC-PNM-4B
ELEC	Smaller meter	115447884-1174415-5	740514	ELEC-PNM-2A
ELEC	Smaller Meter Solar REC	115447884-1174415-5	581129	ELEC-PNM-2A
NG	All	080976666-1180330	9728379	NG-CenterPoint-54
WATER	(2) 4" Meters combined on bill	267792.00	1360012/ 1360011	WATER-COSF-COM
WATER	2" Meter-Irrigation	554456	134270	WATER-COSF-COM

This site has a solar carport PV system owned by the City and issues regarding this system can be found in section 2.5.8.3. Electricity is billed on two PNM account each with one main meter and an associated REC meter. The baseline consumption includes the PNM account and the solar electric production. The REC credit ($) are calculated separately and the saving the city receives from the REC's are not included in the baseline cost.

3.10.1.6 La Familia Medical Center

Table 35: La Familia Medical Center Utility Meters and Rates

Utility Type	Area Served	Account #	Meter #	Rate
ELEC	All	115657953-1261988-5	947567	ELEC-PNM-3D
NG	All	080976622-1170453	1777684	NG-CenterPoint-54
WATER	(2) 3" Meters billed together	338765.00	1344972/1344971	WATER-COSF-COM

3.10.1.7 Municipal Recreation Complex

Table 36: MRC Utility Meters and Rates

Utility Type	Area Served	Account #	Meter #	Rate
ELEC	Pump House Great 28 Golf	043554101-0472018-7	473503	ELEC-PNM-3E
ELEC	Pump Stat. Hill Pond Soccer	43554000-0472017-2	947578	ELEC-PNM-2A
ELEC	Admin Bldg.	043929700-0474586-2	360455	ELEC-PNM-2A
ELEC	Clubhouse	043680100-0472932-9	947623	ELEC-PNM-3B
ELEC	Maintenance Building	043468801-0471344-4	688796	ELEC-PNM-2A
NG	MRC Admin Bldg.	080976662-0838904	9552525	NG-CenterPoint-54
NG	MRC Cart Barn	080976663-0839667	1402190	NG-CenterPoint-54
NG	MRC Restaurant Pro2	080976664-1169315	1780401	NG-CenterPoint-54

3.10.1.8 Police Dept- Admin

Table 37: Police Department Admin Utility Meters and Rates

Utility Type	Area Served	Account #	Meter #	Rate
ELEC	All	15942800-0448065-3	947609	ELEC-PNM-3D
NG	COSF 12057- SFPD Admin Bldg.	080976617-0816267	1004160	NG-CenterPoint-54
WATER	2" Commercial	338571.00	134370	WATER-COSF-COM

3.10.1.9 Public Library- Main

Table 38: Main Public Library Utility Meters and Rates

Utility Type	Area Served	Account #	Meter #	Rate
ELEC	All	040919201-0450981-0	947564	ELEC-PNM-3D
NG	All	080976623-0824821	475942	NG-CenterPoint-54
WATER	All	299022.00	136249	WATER-COSF-COM

3.10.1.10 Public Library- Southside

Table 39: Southside Public Library Utility Meters and Rates

Utility Type	Area Served	Account #	Meter #	Rate
ELEC	All	115727805-1262782-9	947588	ELEC-PNM-3D
NG	All	080976641-1332449	643007	NG-CenterPoint-54
WATER	All	534692.00	134371	WATER-COSF-COM

3.10.1.11 Salvador Perez Swimming Pool

Table 40: Salvador Perez Swimming Pool Utility Meters and Rates

Utility Type	Area Served	Account #	Meter #	Rate
ELEC	Park Lights Soccer Field	115927248-1354618-5	847985	ELEC-PNM-2A
ELEC	Main Bldg. & Ballpark Lights	115458445-0434757-6	947605	ELEC-PNM-3D
NG	Salvador Perez Pool	080976628-0824084	6353037	NG-CenterPoint-54
WATER	2" Meter	560883.00	134269	WATER-COSF-COM
WATER	(2) 4" Meters combined on bill-Irrigation	560885.00	1345571/ 1345572	WATER-COSF-COM
WATER	5/8" Meter- very limited data- Irrigation	545644.00	120386	WATER-COSF-COM

3.10.1.12 Sandoval Parking Garage Lot B

Table 41: Sandoval Parking Garage Lot B Utility Meters and Rates

Utility Type	Area Served	Account #	Meter #	Rate
ELEC	All	041275601-0453803-7	947554	ELEC-PNM-3D
WATER	All	352006.00	119359	WATER-COSF-COM

3.10.1.13 Santa Fe Convention Center

Table 42: SFCC Utility Meters and Rates

Utility Type	Area Served	Account #	Meter #	Rate
ELEC	SFC Main Meter	115993535-1268887-0	777759	ELEC-PNM-3D
ELEC	Dissigno Holdings Solar PPA at SFCC	6629310753.00	419428	ELEC-Dissigno Holdings-PPA-SFC
NG	SF Convention Center	080976642-1268887	825788	NG-CenterPoint-54
WATER	(2) 4" Meters combined onto one bill-99557172 Irrigation	544660.00	99557171/ 99557172	WATER-COSF-COM
WATER	3/4" Meter-Irrigation	544658.00	11602765	WATER-COSF-COM

This site includes a roof-mounted PV system owned by Dissigno Holdings. Electricity is provided on one PNM account with a main meter and a REC meter. The baseline consumption and cost include the PNM account and solar PV production and cost from the PPA. Dissigno Holdings receives the REC ($) and therefore not included in the baseline.

3.10.1.14 Santa Fe Regional Airport

Table 43: Santa Fe Regional Airport Utility Meters and Rates

Utility Type	Area Served	Account #	Meter #	Rate
ELEC	Main Terminal	115564459-12299994-4	947574	ELEC-PNM-3D
ELEC	Maintenance Shop	41908800-0459100-1	17209	ELEC-PNM-2A
ELEC	Runway Lights X Terminal	42013301-0459988-3	446691	ELEC-PNM-2A
ELEC	Gate 1 & 4 Parking Lot Lights	11594973-1205238-3	525232	ELEC-PNM-2A
ELEC	Fire Station #10	115929112-1345286	423855	ELEC-PNM-2A

Utility Type	Area Served	Account #	Meter #	Rate
NG	Airport Maintenance, fire station, medevac	080976667-0831851	1336725	NG-CenterPoint-54
NG	Airport Terminal B	080976668-0816120	2723923	NG-CenterPoint-54
WATER	5/8" Meter	387831.00	122819	WATER-COSF-COM
WATER	1.5" Meter	547445.00	134200	WATER-COSF-COM

3.10.1.15 Siler Complex

Table 44: Siler Complex Utility Meters and Rates

Utility Type	Area Served	Account #	Meter #	Rate
ELEC	Bldg. C	040951601-0451180-7	947602	ELEC-PNM-3D
ELEC	Bldg. A	041555900-0456138-3	662466	ELEC-PNM-2A
ELEC	Bldg. B	115942990-0456376-9	662433	ELEC-PNM-2A
ELEC	Empty Lot East	041555501-0456135-2	947579	ELEC-PNM-3D
NG	Siler Fleet Parks G	080976614-1170447	492885	NG-CenterPoint-54
NG	Siler Power Washer	080976615-0837053	477889	NG-CenterPoint-54
NG	Siler Traffic Solid waste	080976616-0830919	477896	NG-CenterPoint-54
NG	Siler Fiesta Bldg.	080976613-1170452	1309244	NG-CenterPoint-54
WATER	5/8" Meter	355768.00	134097	WATER-COSF-COM
WATER	2" Meter	360276.00	134364	WATER-COSF-COM
WATER	1" Meter	529442.00	119384	WATER-COSF-COM
WATER	2" Meter	355944.00	134394	WATER-COSF-COM

3.10.1.16 Siringo Complex

Table 45: Siringo Complex Utility Meters and Rates

Utility Type	Area Served	Account #	Meter #	Rate
ELEC	Bldg. 'C' & Likely J-IT Old Building	043161800-0469218-3	526161	ELEC-PNM-2A
ELEC	Warehouse	115942768-1186386-9	515748	ELEC-PNM-2A
ELEC	Bldgs. D/E/F/G/H/I	115942769-0469297-6	947583	ELEC-PNM-3D
NG	Facility Records	080976610-0821162	370587	NG-CenterPoint-54
NG	Facility Maint. Siringo	080976611-0821144	370595	NG-CenterPoint-54
NG	Facility Warehouse	080976612-1333589	1554782	NG-CenterPoint-54
NG	Property Ctrl Siringo 1	080976606-0837423	9955737	NG-CenterPoint-54
NG	Property Ctrl Siringo 2	080976607-0837424	1296173	NG-CenterPoint-54
NG	Property Ctrl Siringo 3	080976608-0837425	1296176	NG-CenterPoint-54
WATER	2" Meter	355952.00	134264	WATER-COSF-COM
WATER	2" Meter	355952.00	134282	WATER-COSF-COM

3.10.1.17 Southside Transit Center

Table 46: Southside Transit Utility Meters and Rates

Utility Type	Area Served	Account #	Meter #	Rate
ELEC	All	115727805-0420091-0	446431	ELEC-PNM-2A
WATER	All	565689.00	134384	WATER-COSF-COM

3.10.1.18 Transit Administration

Table 47: Transit Admin Utility Meters and Rates

Utility Type	Area Served	Account #	Meter #	Rate
ELEC	All	115971385-1160652-8	924072	ELEC-PNM-3D
ELEC	RSBF Solar PPA	----	681123	ELEC-RSB-PPA-TAF
NG	Transit Admin Bldg.	080976655-1170458	2877740	NG-CenterPoint-54
NG	Transit Maintenance	080976656-1155567	1309400	NG-CenterPoint-54
NG	Transit Wash Bay	080976657-1155412	387061	NG-CenterPoint-54
WATER	1" Meter	356390.00	122459	WATER-COSF-COM
WATER	2" Meter	356390	134299	WATER-COSF-COM
WATER	2" Meter	356390	134361	WATER-COSF-COM

This site includes a ground mounted and carport solar PV system owned by RSBF. Electricity is provided to the facility on one PNM account with one main meter and a REC meter. The baseline cost and consumption include the PNM account and the solar PV production and cost from the PPA. RSBF receives the REC and therefore not included in the baseline.

3.10.2 Public utility Facilities

3.10.2.19 Canyon Road Water Treatment Plant

Table 48: Canyon Road Water Treatment Plant Utility Meters and Rates

Utility Type	Area Served	Account #	Meter #	Rate
ELEC	WTP	040489203-0447256-0	413488	ELEC-PNM-11B
NG	COSF 52300- Water Upper Canyon1	080976654-1176875	3248679	NG-CenterPoint-54

3.10.2.20 Santa Fe Water Division Office

Table 49: Santa Fe Water Division Office Utility Meters and Rates

Utility Type	Area Served	Account #	Meter #	Rate
ELEC	Water Conservation	115942923-0472071-5	364935	ELEC-PNM-2A
ELEC	Back Bldg. / T&C Bldg.	115942944-1244172-1	650399	ELEC-PNM-2A
ELEC	Maintenance	115942942-1244171-6	650396	ELEC-PNM-2A
ELEC	Main Bldg.	036511603-0414064-3	924088	ELEC-PNM-3D
ELEC	Main Bldg. Solar REC	036511603-0414064-3	947604	ELEC-PNM-SOLAR-REC
NG	COSF 52300 – Water Admin Bldg.	080976645-0820837	1777635	NG-CenterPoint-54
NG	COSF 52300 WATER CONSERVATION BUILDING	080976652-0838397	1737113	NG-CenterPoint-54
WATER	2" Meter	294643.00	134311	WATER-COSF-COM
WATER	2" Meter	294643.00	134266	WATER-COSF-COM
WATER	2" Meter	294643.00	136339	WATER-COSF-COM
WATER	5/8" Meter	357405.00	119413	WATER-COSF-COM

This site includes a carport solar PV system owned by the city. Electricity is provided to the main building on one PNM account with one main meter and a REC meter. The baseline consumption for this site includes the PNM account and solar electric production. The REC credit ($) is calculated separately and the saving the city receives from the REC's are not included in the baseline cost.

3.10.2.21 WWTP

Table 50: WWTP Utility Meters and Rates

Utility Type	Area Served	Account #	Meter #	Rate
ELEC	Compost	116033203-1324334-5	740513	ELEC-PNM-11B
ELEC	Dissigno Holdings Solar REC at WWTP Compost	0000-000-00	581434	ELEC-Dissigno Holdings-PPA-WWTP
ELEC	Main Feed Camel Tracks	115946814-0447306-1	778050	ELEC-PNM-11B
ELEC	Beckner	115946814-0447306-1	778070	ELEC-PNM-11B
ELEC	Solar REC	115946814-0447306-1	816595	ELEC-PNM-SOLAR-REC
ELEC	Solar PPA	----	----	SunEdison-PPA
ELEC	Plant Non-Pot Pump Station	115372540-1185036-7	421692	ELEC-PNM-11B
ELEC	Supply, Maintenance Garages	115942958-1232654	342756	ELEC-PNM-2A
NG	Wastewater Sewer Compost Bldg. (COSF-52542)	080976659-1333587	490852	NG-CenterPoint-54
NG	Waste Wtr Sewer Admin Bldg. (COSF 52452)	080976658-0816122	049664-2	NG-CenterPoint-54
NG	Waste Wtr Sewer Header Bldg. (COSF 52452)	080976660-1185131	1671733	NG-CenterPoint-54

This site includes two ground mounted PV system which are described as follows:

COMPOST

This system is owned by Dissigno Holdings. Electricity is provided on one PNM account with one main meter and a REC meter. The baseline consumption and cost include the PNM account and the solar PV production and the cost from the PPA. Dissigno Holdings receives the REC ($) and therefore not included in the baseline. Although not required by contract Dissigno Holdings credits the RECs back to the city. No REC credits where received for the first three month of billing and therefore no credit was issued to the city.

Main

This PV system is owned by SunEdision. The majority of electricity to this site is provided on one account via two main meters, Camel Tracks and Beckner; although 100% of the electricity is fed through Camel Tracks, the Beckner meter is most likely used for redundancy.

The City receives the REC payment directly and the consumption and cost were extracted from the utility website. This was not included in the site's baseline cost and was tabulated separately.

The PPA billing information was not available from the city. The consumption used to calculate the baseline was the amount recorded by the REC meter. The total consumption was then distributed by 5/7 for On-Peak and 2/7 for Off-Peak. The cost ($) was calculated by multiplying the total metered by the original PPA flat rate.

The baseline consumption and cost include the PNM account and the solar PV production and the cost from the PPA. The REC credit ($) is calculated separately and the saving the city receives from the REC's are not included in the baseline cost.

3.10.2.22 10M Gallon Tank

Table 51: 10M Gallon Tank Utility Meters and Rates

Utility Type	Area Served	Account #	Meter #	Rate
ELEC	Pump	115942933-0445032	619725	ELEC-PNM-11B

3.10.2.23 10M Gallon Tank Booster Station #1

Table 52: 10M Gallon Tank Booster Station #1 Utility Meters and Rates

Utility Type	Area Served	Account #	Meter #	Rate
ELEC	Pump	115942925-12722444-5	644839	ELEC-PNM-3D

3.10.2.24 Buckman Booster Station #1

Table 53: Buckman Booster Station #1 Utility Meters and Rates

Utility Type	Area Served	Account #	Meter #	Rate
ELEC	Pump	115942932-1234139-9	407084	ELEC-PNM-11B
NG	Water Booster Sta 1	80976646-832952	340995	NG-CenterPoint-200

3.10.2.25 Buckman Booster #3 & Well #13

Table 54: Buckman Booster #3 & Well #13 Utility Meters and Rates

Utility Type	Area Served	Account #	Meter #	Rate
ELEC	Pump	115942926-1233031-2	752383	ELEC-PNM-11B
NG	Pump	080976648-0832956	116492	NG-CenterPoint-200

3.10.2.26 Buckman Booster Station #4

Table 55: Buckman Booster Station#4 Utility Meters and Rates

Utility Type	Area Served	Account #	Meter #	Rate
ELEC	Pump	115942938-1234140-3	473413	ELEC-PNM-11B
NG	COSF 52300 – Water Booster Station 4	080976649-0832937	128722	NG-CenterPoint-200

3.10.2.27 Buckman Well #1

Table 56: Buckman Well #1 Utility Meters and Rates

Utility Type	Area Served	Account #	Meter #	Rate
ELEC	Pump	040246303-0445033-6	619555	ELEC-PNM-11B

3.10.2.28 Buckman Well 10 (Booster D)

Table 57: Buckman Well #10 (Booster D) Utility Meters and Rates

Utility Type	Area Served	Account #	Meter #	Rate
ELEC	Pump	115942924-1233530-3	537827	ELEC-PNM-11B
NG	COSF 52300 STR Buckman Booster D & Well 10	080976647-0832954	220703	NG-CenterPoint-54

3.10.2.29 Calle de Agua Tank (Summit Booster 1212)

Table 58: Calle de Agua Tank (Summit Booster) Utility Meters and Rates

Utility Type	Area Served	Account #	Meter #	Rate
ELEC	Pump	115591332-0465925-5	758240	ELEC-PNM-3E

3.10.2.30 Camino La Canada

Table 59: Camino La Canada Utility Meters and Rates

Utility Type	Area Served	Account #	Meter #	Rate
ELEC	Pump	115907013-0447225	752370	ELEC-PNM-11B

3.10.2.31 Cristo Rey Church Pump

Table 60: Cristo Rey Church Pump Utility Meters and Rates

Utility Type	Area Served	Account #	Meter #	Rate
ELEC	Pump	040246003-0445030-5	752364	ELEC-PNM-11B

3.10.2.32 Dempsey Booster Station

Table 61: Dempsey Booster Station Utility Meters and Rates

Utility Type	Area Served	Account #	Meter #	Rate
ELEC	Pump	040246003-0445030-5	752364	ELEC-PNM-11B

3.10.2.33 St. Michaels & Railroad Pump

Table 62: St. Michaels & Railroad Pump Utility Meters and Rates

Utility Type	Area Served	Account #	Meter #	Rate
ELEC	Pump	040486803-0447233-8	619728	ELEC-PNM-11B

3.10.2.34 Well Los Montoyas

Table 63: Well Los Montoyas Utility Meters and Rates

Utility Type	Area Served	Account #	Meter #	Rate
ELEC	Pump	115942947-1170495-1	438752	ELEC-PNM-11B
NG	Water NW Well 3	080976653-1171920	1069402	NG-CenterPoint-54

3.10.3 BDD Sites

3.10.3.1 BDD Main

Table 64: BDD Main Utility Meters and Rates

Utility Type	Area Served	Account #	Meter #	Rate
ELEC	BDD Main – All	115915784-1346251-1	743968 /740515	ELEC-PNM-11B
ELEC	BDD Main – Solar REC	----	740515	ELEC-PNM-SOLAR-REC
ELEC	BDD Main – Solar PPA	----	----	ELEC-ACE-PPA-BDD-Main
NG	COSF BU 72140 BDDP	080976669-1345618	1025768	NG-CenterPoint-54

This site includes a ground mounted PV system owned by American Capital Energy. Electricity is provided on one account via two main meters. One of the main meters includes the REC meter and a Solar PV production meter. The baseline includes both the solar PV production and the cost paid for the PPA. The city receives the REC payments directly and this was not included in the site's baseline cost and was tabulated separately.

For several BDD sites there were discrepancies between the historic data tabulated and copies of the bills available on the utility companies' website. These were reviewed by the utility company and a sperate spreadsheet was provided for the BDD sites that included BDD Main, Booster 2A, Booster 1A, BDD Lift Station.

The REC consumption and cost were extracted from the utility company spreadsheet. The On-Off-Peak consumption was estimated by distributing the total consumption by 5/7 for On-Peak and 2/7 for Off-Peak. This was not included in the site's baseline cost and was tabulated separately.

The PPA billing information was provided by the city. With the city's guidance, the consumption was calculated by taking the total cost ($) and divided by the rate ($/kWh). The total consumption was then distributed by 5/7 for On-Peak and 2/7 for Off-Peak.

The BDD PNM account consumption (kWh) was calculated by subtracting the Net Export from the Net Import for both On- and Off-Peak and adding these together provided the Total Consumption.

The baseline consumption and cost include the PNM account and the solar PV production and the cost from the PPA. The REC credit ($) is calculated separately and the savings the city receives from the REC's are not included in the baseline cost.

3.10.3.2 BDD Booster Station #1A

Table 65: BDD Booster Station #1A Utility Meters and Rates

Utility Type	Area Served	Account #	Meter #	Rate
ELEC	Pump	115915784-1347615-0	0438753 / 476161	ELEC-PNM-11B

In some case the full baseline period data was not available and additional information per meter is tabulated in **Appendix B**.

3.10.3.3 BDD Booster Station #2A

Table 66: BDD Booster Station #2A

Utility Type	Area Served	Account #	Meter #	Rate
ELEC	Pump	115915784-1348372-1	0740524/ 0742480	ELEC-PNM-11B
ELEC	Pump – Solar REC	115915784-1348372-1	537846/ 0413482	ELEC-PNM-SOLAR-REC

This site includes a ground mounted solar PV system owned by the city. Electricity is provided to the site on one PNM account via two meters each with a REC meter.

The REC consumption and cost were extracted from the utility company spreadsheet. The On-Off-Peak consumption was estimated by distributing the total consumption by 5/7 to On-Peak and 2/7 to Off-Peak. This was not included in the site's baseline cost and was tabulated separately.

The PNM account consumption (kWh) was calculated by subtracting the Net Export from the Net Import for both On & Off-Peak and adding these together provided the Total Consumption. The total billed amount included all charges except the REC payments.

The site baseline consumption was calculated by adding the PNM consumption and the Solar PV production recorded by the REC meter. The REC credit ($) is calculated separately and the savings the city receives from the REC's are not included in the baseline cost.

3.10.3.4 BDD Lift Station

Table 67: BDD Lift Station Utility Meters and Rates

Utility Type	Area Served	Account #	Meter #	Rate
ELEC	Pump	115915784-1347614-1	0418853/ 473487	ELEC-PNM-11B
NG	COSF 52300 – Water Booster Sta	080976646-0832952	1094791	NG-CenterPoint-54

4.0 Facility Improvement Measures

The two fundamental factors contributing to energy savings are performance and duration. Performance describes how much energy is being used to accomplish a task, while duration describes how much time the task operates.

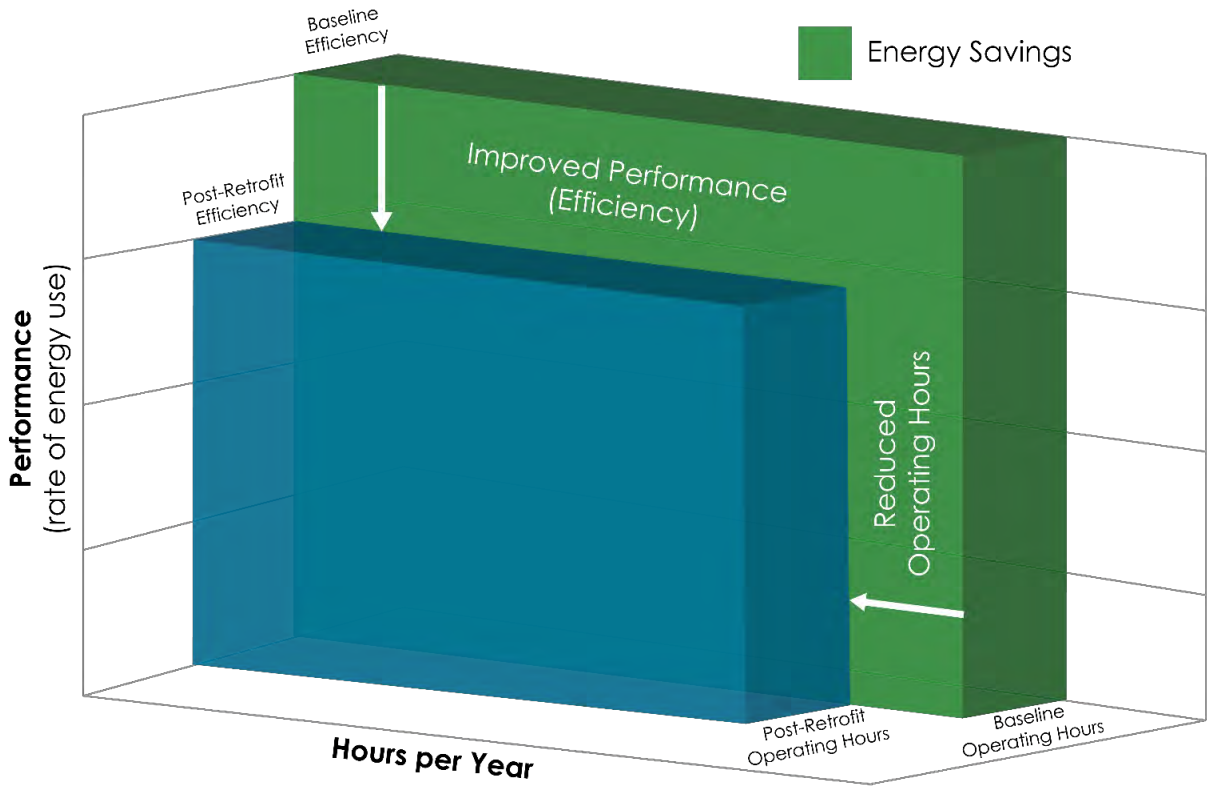


Figure 74: Facility Improvement Measures Diagram

A fundamental benefit of GESPC projects is that they allow for measures of varying financial returns to be bundled together to form a combined project that meets the Agency's financial and operational objectives. This process places the Agency at the project helm in terms of selecting which measures will be implemented as part of the final project scope within a targeted financing term.

A comprehensive Investment Grade Audit (IGA) was performed to establish the baseline condition and performance of each facility, and to identify and co-develop the following recommended FIMs. Not every FIM is applicable to each IGA building and only data and information for impacted buildings will be presented in the subsequent FIM sections of this report. Table 68: FIM Matrix clearly identifies where FIMs are applied.

Table 68: FIM Matrix

Site		1.00 Lighting LED	2.00 Ren. Energy	3.00 Water Cons.	4.00 Bldg. Env.	5.00 HE Xfrms	6.00 Utility Mgt	7.00 GCCC Solar Repair	8.00 Replace Roof
COSF Facilities									
Bicentennial / Alto Park Complex	01	●	●	●	●	●			
Fire Station #2	02								
Fire Station #8	03	●	●	●	●				
Fort Marcy Recreation Complex	04	●		●	●				
Genoveva Chavez Community Center	05	●		●	●		●	●	
La Familia Medical Center	06	●		●	●				
Municipal Recreation Complex	07	●	●		●	●	●		
Police Dept - Admin	08	●	●	●	●				
Public Library - Main	09	●		●	●				
Public Library - Southside	10	●	●	●	●	●			
Salvador Perez Swimming Pool	11	●		●	●				
Sandoval Parking Garage Lot B	12			●					
Santa Fe Convention Center	13	●		●	●				

Site		1.00	2.00	3.00	4.00	5.00	6.00	7.00	8.00
		Lighting LED	Ren. Energy	Water Cons.	Bldg. Env.	HE Xfrms	Utility Mgt	GCCC Solar Repair	Replace Roof
Santa Fe Regional Airport	14	●	●		●				
Siler Complex	15	●		●	●				
Siringo Complex	16	●		●	●				
Southside Transit Center	17		●						
Transit Administration	18	●		●	●	●			
Water Utilities Department									
Canyon Road Water Treatment Plant	19		●		●	●			●
Santa Fe Water Dept Office	20	●		●	●				
WWTP	21	●				●			
10M Gallon Tank	22	●	●						
10M Gallon Tank Booster Station #1	23								
Buckman Booster Station #1	24	●	●						
Buckman Booster Station #3 & Well #13	25		●						
Buckman Booster Station #4	26		●						
Buckman Well #1	27	●							

Site		1.00	2.00	3.00	4.00	5.00	6.00	7.00	8.00
		Lighting LED	Ren. Energy	Water Cons.	Bldg. Env.	HE Xfrms	Utility Mgt	GCCC Solar Repair	Replace Roof
Buckman Well #10	28	●	●						
Calle De Agua Tank	29								
Camino La Canada	30	●	●						
Cristo Rey Church	31	●							
Dempsey Booster Station	32	●							
St Michaels & SF Railroad	33								
Well Los Montoyas	34	●	●						
Buckman Direct Diversion (BDD)									
BDD Main	35	●							
BDD Booster Station #1A	36	●	●						
BDD Booster Station #2A	37	●							
BDD Lift Station	38	●	●						
Total Qty		29	17	15	17	6	2	1	1

4.1 FIM 1.00 LED Lighting

4.1.1 Existing Conditions

The existing lighting system consists primarily of T12 and T8 linear fluorescent lamps with either electronic or magnetic ballasts as depicted in the table below. In a handful of the newer facilities existing lighting controls are located in offices, conference rooms, hallways, and locations required by more recent codes. In the older facilities, limited lighting controls are typically found in restrooms, mechanical, electrical and janitor closets.

Refer to **Appendix D1** for a detailed baseline lighting inventory including lighting controls.

Table 69: Existing Lighting Fixture Inventory

Lamp Type	Existing Fixture Qty	% of Existing
Compact Fluorescent Lamp (CFL)	259	1.9%
Compact Fluorescent Lamp (PL)	1,437	10.8%
Halogen Lamp	558	4.2%
High-Pressure Sodium Lamp (HPS)	667	5.0%
Incandescent Lamp	476	3.6%
Light Emitting Diode (LED)-Linear Tube	151	1.1%
Light Emitting Diode (LED)-Luminaire	1,769	13.3%
Light Emitting Diode (LED)-Screw Base	423	3.2%
Metal Halide Lamp (MHL)	1,440	10.8%
T12 Linear Fluorescent Lamp	1,050	7.9%
T12 U-Tube Fluorescent Lamp	25	0.2%
T5 Linear Fluorescent Lamp	464	3.5%
T8 Linear Fluorescent Lamp	4,400	33.0%
T8 U-Tube Fluorescent Lamp	143	1.1%
T9 Circular Fluorescent Lamp	7	0.1%
Biax Fluorescent Lamp	74	0.6%
Total	13,343	100%

T8 Fluorescent Troffers

T8 fluorescent troffers, shown here with a prismatic lens, are by far the most common light fixture in the COSF. They are found in most office space areas. On average, each of these fixtures consumes 87 watts of power.



T12 Fluorescent Troffers

While not as widespread as T8s, T12 fluorescent troffers are common within COSF. On average, each of these fixtures consumes 107 watts of power.



4.1.2 Proposed Modifications

This measure will retrofit and/or replace the existing interior and exterior incandescent, fluorescent, metal-halide and other lighting equipment with new Light Emitting Diode (LED) technology. This will significantly reduce the energy consumption of the lighting system while also improving security and the working environment. In addition, the proposed solution would standardize the lighting system throughout the facilities, resulting in simplified inventory requirements and reduced maintenance costs and work.

The following table depicts the lighting fixture post retrofit upgrade. Refer to **Appendix D1** for a detailed proposed baseline lighting inventory.

Table 70: Proposed Lighting Fixture Inventory

Lamp Type	Proposed Fixture Qty	% of Proposed
Compact Fluorescent Lamp (CFL)	0	0.0%
Compact Fluorescent Lamp (PL)	47	0.4%
Halogen Lamp	176	1.3%
High-Pressure Sodium Lamp (HPS)	19	0.1%
Incandescent Lamp	216	1.6%
Light Emitting Diode (LED)-Linear Tube	2,950	22.1%
Light Emitting Diode (LED)-Luminaire	8,287	62.1%
Light Emitting Diode (LED)-Plug/Pin Base	418	3.1%
Light Emitting Diode (LED)-Screw Base	354	2.7%
Metal Halide Lamp (MHL)	359	2.7%
T12 Linear Fluorescent Lamp	0	0.0%
T12 U-Tube Fluorescent Lamp	0	0.0%
T5 Linear Fluorescent Lamp	0	0.0%
T8 Linear Fluorescent Lamp	33	0.2%
T8 U-Tube Fluorescent Lamp	0	0.0%
T9 Circular Fluorescent Lamp	0	0.0%
Biax Fluorescent Lamp	0	0.0
Unidentified	484	3.6%
Total	13,343	100%

Refer to **Appendix D2** for new equipment specifications.

Occupancy and dimming controls will be added to private offices and conference rooms. Adding controls will help drive down energy costs and improve occupant comfort. Occupancy sensors will ensure energy is not wasted by automatically turning lights off when a space is vacant. The lighting controls will be set to 'vacant mode' which follows a manual-on, auto-off operation. Lighting levels will be commissioned during project implementation to IESNA recommendations in each perspective space. Dimming will allow users to reduce/increase light levels to their preference.

The following table depicts the significant reductions in the lighting power density at each facility through the implementation of the proposed scope.

Table 71: Existing vs. Proposed Lighting Power Densities

Facility	Existing	Proposed	Reduction	Reduction
	W/ft2	W/ft2	W/ft2	%
Bi-Centennial Park - Head Start	0.8682	0.2916	0.5766	66%
Bi-Centennial Park - Pool	1.2167	0.3448	0.8718	72%
Bi-Centennial Park - Senior Center	0.8291	0.2976	0.5314	64%
Buckman Direct Diversion Facility	0.7410	0.2539	0.4870	66%
Fire Station #8	0.8943	0.3895	0.5048	56%
Fort Marcy Recreation Complex	0.5881	0.2358	0.3523	60%
Genoveva Chavez Community Center	0.4731	0.1583	0.3148	67%
La Familia Medical Center	1.3725	0.4810	0.8914	65%
Municipal Recreation Complex - Administration Building	1.6773	0.4114	1.2659	75%
Municipal Recreation Complex - Maintenance Building	0.8095	0.2168	0.5927	73%
Municipal Recreation Complex - Restaurant Pro Shop Cart Barn	0.4758	0.1758	0.2999	63%
Police Dept - Admin	0.7895	0.3033	0.4862	62%
Public Library - Main	1.0034	0.4040	0.5994	60%
Salvador Perez Swimming Pool - Parks Ballfield/Main Building	0.3917	0.1289	0.2628	67%
Santa Fe Convention Center	1.4620	0.4248	1.0373	71%
Santa Fe Public Library - Southside	1.3573	0.5113	0.8460	62%
SF Regional Airport - Airport Main Terminal Building	0.5069	0.1913	0.3156	62%

Facility	Existing	Proposed	Reduction	Reduction
	W/ft2	W/ft2	W/ft2	%
SF Regional Airport - Airport Maintenance Shop South	0.5712	0.2142	0.3570	63%
SF Water Department - Back Bldg.	1.7392	0.5680	1.1713	67%
SF Water Department - Conservation Bldg.	0.6997	0.3027	0.3970	57%
SF Water Department - Main Bldg./Customer Service	0.5679	0.2267	0.3412	60%
SF Water Department - Maintenance Bldg.	0.5015	0.2040	0.2975	59%
Siler Complex - Bldg. A	1.1882	0.3989	0.7892	66%
Siler Complex - Bldg. B	0.9760	0.4539	0.5221	53%
Siler Complex - Bldg. C	1.3716	0.3384	1.0332	75%
Siringo Complex	0.7901	0.2751	0.5150	65%
Transit Administration	1.2983	0.4778	0.8205	63%
Wastewater Treatment Plant	0.3933	0.1487	0.2446	62%
TOTAL	0.7985	0.2759	0.5227	65%

4.1.3 Savings Methodology

Energy and demand savings for this FIM were calculated using the following equations.

Demand

The existing and proposed fixture/lamp wattage was calculated as follows:

[Demand (kW) = Lamp QTY x Lamp Wattage (W) x Ballast Factor / 1,000]

Demand Savings

The demand savings was calculated using the following equation:

[Demand Savings (kW) = Demand (kW) x (Existing – Proposed) x Diversity Factor (%)]

Energy Savings

The energy reduction was calculated using the calculated demand savings and stipulated burn hours and the diversity factors which can be found in **Appendices D6 and D7**.

[Energy Savings (kWh) = Demand Savings (kW) x Burn Hours (Hrs. /Year) x Occupancy Sensor Factor]

In locations where occupancy sensors are proposed, a 25% reduction factor was included. Additional savings, not considered, will come from installing dimming in private offices and conference rooms.

Additional detailed information regarding the Methodology is available in in **Appendix D1**.

Based on field data, interviews, and industry best practices annual burn hours have been established for each space type per facility. These are available in **Appendix D6.**

HVAC Interactions

Additional analysis was performed to account for the cooling credit and heating penalty associated with the reduction in internal heat gain from the proposed lower lamp wattage. The method used to determine the impact was based on ASHRAE article "Calculating Lighting and HVAC Interactions" (see **Appendix D4**).

Cooling Savings

[Cooling Energy Savings (kWh) = A X B / C]

where:

A – Lighting Energy Savings (kWh)
B – Fraction to Cooling- Tabulated value base on climate zone
C – Cooling System MCOP- estimated depending on new building or retrofit

Heating Penalty

*[Heating Energy Penalty (therm) = A X B X C / D*E]*

where:

A – Lighting Energy Savings (kWh)
B – Fraction to Heating- Tabulated value base on climate zone
C – Fraction building area within 15' of exterior walls to the total building area
D – Heating System COP
E – Fuel Fraction

4.1.4 FIM Guaranteed Year 1 Utility Savings

Table 72: COSF Facilities – LED Lighting FIM Guaranteed Year 1 Utility Savings

FIM No.	Facility	Electricity				Natural Gas	Water
		kW	On-Peak kWh	Off-Peak kWh	kWh	therm	kgal
1.01	Bicentennial / Alto Park Complex	98	56,985	15,600	72,585	(220)	0
1.03	Fire Station #8	0	28,141	0	28,141	(132)	0
1.04	Fort Marcy Recreation Complex	99	23,205	26,435	49,640	(137)	0
1.05	Genoveva Chavez Community Center	516	157,173	122,615	279,788	(446)	0
1.06	La Familia Medical Center	241	48,252	42,624	90,876	(291)	0
1.07	Municipal Recreation Complex	37	23,843	16,634	40,477	(199)	0
1.08	Police Department Admin	158	28,695	32,915	61,611	(195)	0
1.09	Public Library - Main	181	41,128	25,181	66,310	(310)	0
1.10	Public Library - Southside	238	50,349	68,450	118,799	(299)	0
1.11	Salvador Perez Swimming Pool	48	16,594	7,676	24,270	(82)	0
1.13	Santa Fe Convention Center	807	236,180	216,374	452,554	(1,181)	0
1.14	Santa Fe Regional Airport	24	82,061	17,994	100,055	(88)	0
1.15	Siler Complex	332	84,923	49,934	134,857	(385)	0
1.16	Siringo Complex	197	29,208	35,157	64,366	(299)	0
1.18	Transit Administration	146	33,666	70,680	104,345	(39)	0
Total		3,122	940,405	748,268	1,688,673	(4,305)	0

Table 73: Public Utility Facilities – LED Lighting FIM Guaranteed Year 1 Utility Savings

FIM No.	Facility	Electricity				Natural Gas	Water
		kW	On-Peak kWh	Off-Peak kWh	kWh	therm	kgal
1.20	Santa Fe Water Dept Office	81	26,320	14,399	40,720	(94)	0
1.21	WWTP	0	144,018	115,690	259,709	0	0
1.22	10M Gallon Tank	0	6,633	12,123	18,756	0	0
1.24	Buckman Booster Station #1	0	1,717	7,819	9,536	0	0
1.27	Buckman Well #1	0	809	1,280	2,089	0	0
1.28	Buckman Well #10 (Booster D)	0	1,400	2,215	3,615	0	0
1.30	Camino La Canada	0	682	2,740	3,422	0	0
1.31	Cristo Rey Church	0	1,437	2,273	3,709	0	0
1.32	Dempsey Booster Station	0	508	804	1,313	0	0
1.34	Well Los Montoyas	0	339	536	875	0	0
Total		81	183,864	159,879	343,743	(94)	0

Table 74: BDD Sites – LED Lighting FIM Guaranteed Year 1 Utility Savings

FIM No.	Facility	Electricity				Natural Gas	Water
		kW	On-Peak kWh	Off-Peak kWh	kWh	therm	kgal
1.35	BDD Main	0	94,551	126,335	220,886	(99)	0
1.36	BDD Booster Station #1A	0	5,785	9,151	14,936	0	0
1.37	BDD Booster Station #2A	0	5,623	8,895	14,518	0	0
1.38	BDD Lift Station	0	14,551	23,016	37,567	0	0
Total		0	120,510	167,397	287,907	(99)	0

4.1.5 FIM Financial Summary

Table 75: COSF Facilities – LED Lighting FIM Financial Summary

FIM No.	Facility	Year 1 Annual Utility Savings	Year 1 Annual O&M Savings	Year 1 Total Annual Savings	Labor, Equip & Material Costs	Estimated Utility Rebate	Net Cost
1.01	Bicentennial / Alto Park Complex	$8,452	$586	$9,038	$116,836	$9,155	$107,681
1.03	Fire Station #8	$3,429	$347	$3,776	$38,860	$2,333	$36,527
1.04	Fort Marcy Recreation Complex	$4,343	$363	$4,706	$59,037	$4,709	$54,328
1.05	Genoveva Chavez Community Center	$23,792	$2,195	$25,987	$224,274	$16,782	$207,492
1.06	La Familia Medical Center	$9,284	$989	$10,273	$166,332	$9,385	$156,947
1.07	Municipal Recreation Complex	$3,722	$450	$4,173	$50,949	$4,047	$46,902
1.08	Police Dept - Admin	$6,120	$474	$6,594	$94,159	$6,766	$87,393
1.09	Public Library - Main	$6,939	$751	$7,690	$63,277	$4,017	$59,259
1.10	Public Library - Southside	$10,352	$1,231	$11,582	$109,312	$9,049	$100,263
1.11	Salvador Perez Swimming Pool	$2,469	$205	$2,674	$20,371	$1,740	$18,631
1.13	Santa Fe Convention Center	$37,931	$6,693	$44,624	$321,887	$28,746	$293,141
1.14	Santa Fe Regional Airport	$10,815	$629	$11,444	$84,071	$10,500	$73,570
1.15	Siler Complex	$15,512	$754	$16,266	$173,494	$18,863	$154,631
1.16	Siringo Complex	$7,047	$521	$7,568	$87,816	$6,829	$80,987
1.18	Transit Administration	$7,702	$793	$8,495	$87,037	$9,846	$77,191
Total		$157,910	$16,980	$174,890	$1,697,712	$142,768	$1,554,944

Table 76: Public utility Facilities – LED Lighting FIM Financial Summary

FIM No.	Facility	Year 1 Annual Utility Savings	Year 1 Annual O&M Savings	Year 1 Total Annual Savings	Labor, Equip & Material Costs	Estimated Utility Rebate	Net Cost
1.20	Santa Fe Water Dept Office	$4,451	$298	$4,748	$72,194	$4,797	$67,397
1.21	WWTP	$26,560	$1,979	$28,539	$308,916	$25,325	$283,591
1.22	10M Gallon Tank	$1,502	$91	$1,594	$3,267	$360	$2,907
1.24	Buckman Booster Station #1	$598	$82	$679	$4,686	$754	$3,932
1.27	Buckman Well #1	$174	$25	$199	$602	$85	$518
1.28	Buckman Well #10 (Booster D)	$302	$40	$342	$1,451	$144	$1,307
1.30	Camino La Canada	$221	$31	$252	$1,741	$258	$1,482
1.31	Cristo Rey Church	$310	$48	$358	$1,839	$179	$1,659
1.32	Dempsey Booster Station	$59	$15	$74	$548	$53	$495
1.34	Well Los Montoyas	$73	$10	$83	$365	$36	$330
Total		$34,250	$2,619	$36,869	$395,609	$31,991	$363,618

Table 77: BDD Sites – LED Lighting FIM Financial Summary

FIM No.	Facility	Year 1 Annual Utility Savings	Year 1 Annual O&M Savings	Year 1 Total Annual Savings	Labor, Equip & Material Costs	Estimated Utility Rebate	Net Cost
1.35	BDD Main	$19,302	$1,501	$20,803	$87,186	$12,415	$74,771
1.36	BDD Booster Station #1A	$1,247	$166	$1,413	$10,654	$1,076	$9,578
1.37	BDD Booster Station #2A	$1,212	$130	$1,342	$8,526	$1,188	$7,339
1.38	BDD Lift Station	$3,136	$366	$3,502	$22,470	$2,593	$19,876
Total		$24,896	$2,163	$27,059	$128,836	$17,272	$111,564

4.1.6 Scope of Work

Please refer **Appendix D1** for a detailed baseline and proposed room-by-room lighting inventory.

CLARIFICATIONS

1. Recycling of lamps will be executed in compliance with appropriate governmental regulations.
2. Disposal of PCB-laden ballasts will be executed in compliance with appropriate governmental regulations.
3. The installation will be executed in accordance with industry-standard safety practices and with the care, skill, and diligence provided by a contractor skilled in the performance of lighting retrofit services.
4. Installation of all equipment will be executed per manufacturer's recommendations.
5. Any conditions not meeting current codes, and any system deficiencies will be brought to the attention of the Agency. Any work required to remedy these situations is excluded.
6. Rebate estimates are subject to utility availability and award and are not guaranteed by Yearout Energy.

EXCLUSIONS

1. Removal of asbestos-containing materials, lead-containing materials or any other hazardous/suspect materials.
2. All fixtures not outlined for replacement or retrofit in **Appendix D**.
3. Grounding of new and existing luminaires that are not currently grounded in which the luminaire will be retrofitted (not replaced).
4. Seismic bracing of new and existing luminaries that are not currently braced.
5. Replacement of existing LED exit signs.
6. Lighting controls unless noted otherwise in **Appendix D**.
7. Yearout Energy has accounted for battery backups where existing. In the event additional battery backups are required, Yearout Energy will charge $400 per unit installed.
8. In-board, out-board double switching of existing fixtures (unless noted otherwise).

4.1.7 Equipment Service Life

The estimated service life for this FIM is as follows:

Table 78: LED Lighting FIM Estimated Service Life

FIM Component	% of FIM Total Cost	Median Service Life
LED Lighting & Controls	100%	15 Years
FIM Weighted Average Service Life		15 Years

4.1.8 Preliminary Commissioning Plan

The following preliminary commissioning plan is intended to serve as the outline from which the final commissioning plan will be developed during the pre-construction / design phase. The final commissioning plan will be primarily focused on validating the proposed equipment and strategies are implemented in accordance with the savings methodology associated with each measure.

1. Review equipment submittals to validate the specified performance criteria is in alignment with the proposed savings methodology
2. Perform a random inspection to validate the implemented lighting improvements align with the proposed scope of work (lamp, fixture, control device, etc.)

4.1.9 Warranty

An industry standard 1-year materials and workmanship warranty is provided by Yearout Energy. Any material warranties that extend beyond this period will be transferred to the Agency upon project closeout. All available warranty information can be found in **Appendix D2**.

The warranty period information for the major pieces of equipment associated with this measure is summarized in the table below.

Table 79: LED Lighting FIM Warranty Information

Equipment Description	Warranty Period
LED Luminaires	10 years
LED Tubes and Lamps	5 years

4.1.10 Training

Yearout Energy will co-develop a training plan with the Agency that is tailored to the needs and skill level of the building operators. Training sessions will be conducted during the project implementation

phase. These sessions will be recorded and provided in electronic format to the Agency for future reference. Topics commonly covered during these training sessions include:

3. Equipment start-up, proper operation, shutdown, power failure, etc.
4. Sequences of operation
5. Operations and maintenance (O&M) manuals
6. Diagnosing and troubleshooting common equipment issues
7. Preventative maintenance and required documentation
8. Health and safety considerations
9. Warranty information
10. Identified system deficiencies
11. Measurement and Verification (M&V) plan and KPIs which directly impact savings

4.2 FIM 2.00 Renewable Energy

4.2.1 Existing Conditions

Many of the COSF IGA sites do not currently have solar PV arrays, however there are a few exceptions. Existing sites with Solar PV systems owned by the city or provided through a power purchase agreement (PPA) include the following sites:

- Genoveva Chavez Community Center – City owned
- Santa Fe Water Division – City owned
- Transit Administration – PPA
- WWTP Compost – PPA
- WWTP Main – PPA
- BDD Main – PPA
- BDD Booster Station #2A – City owned
- Sana Fe Convention Center – PPA

See Section 2.0 Facility Description and Section 3.0 Baseline Utility Analysis for additional information.

4.2.2 Proposed Modifications

This measure will install new solar PV systems that will generate clean, renewable energy onsite for the next 25 to 50 years and reduce the amount of power purchased from the utility grid. This measure will provide complete turnkey installation, interconnection, startup, and commissioning of the solar PV systems. Land use agreements will require further determination at Public utility and BDD sites.

See **Appendix E** for additional information.

Table 80: COSF Facilities – Proposed Solar PV Systems

City Facilities	PNM Account No	Meter No	PV System Size kW (DC)	Mounting	Landowner
Bi-Centennial Park	041257901-0453671-2	63271	6.16	Carport	COSF Land
Bi-Centennial Park	042811500-0466425-0	526169	51.04	Carport	COSF Land
Bi-Centennial Park	043564500-0472091-8	760012	16.72	Carport	COSF Land
Fire Station #8	115942916-1269792-6	662544	25.52	Ground	COSF Land
Municipal Recreation Complex	043468801-0471344-4	688796	36.96	Roof with Trenching	COSF Land
Municipal Recreation Complex	043554000-0472017-2	947578	40.48	Ground	COSF Land
Police Admin	115942800-0448065-3	947609	135.52	Carport	COSF Land
Public Library – Southside	115727805-1262782-9	947588	110.88	Carport	COSF Land
SF Regional Airport	115929112-1345286	423855	12.32	Ground	COSF Land
SF Regional Airport	041908800-0459100-7	17209	7.04	Ground	COSF Land
SF Regional Airport	042013301-0459988-3	446691	24.64	Ground	COSF Land
SF Regional Airport	115564459-1229994-4	947574	89.76	Carport	COSF Land
Southside Transit	115727805-0420091-0	446431	18.92	Roof	COSF Land
Total	-----	-----	575.96	-----	-----

Table 81: Public utility Facilities – Proposed Solar PV Systems

Water Utilities	Account No	Meter No	PV System Size kW (DC)	Mounting	Landowner
Canyon Road Water Treatment Plant	040489203-0447256-0	413488	62.04	Roof	COSF Land

Water Utilities	Account No	Meter No	PV System Size kW (DC)	Mounting	Landowner
10M Gallon Tank	115942933-0445032-8	0619725	58.96	Ground	COSF Land
Camino La Canada	115907013-0447225-5	0752370	44.88	Ground	COSF Land
Well Los Montoyas	115942947-1170495-1	0438752	57.20	Ground	COSF Land
Buckman Booster D & Well 10	115942924-1233530-3	0537827	73.92	Ground	BLM Land
Buckman Booster Station #1	115942932-1234139-9	0407084	59.84	Ground	BLM Land
Buckman Booster Station #4	115942938-1234140-3	0473413	396.00	Ground	BLM Land
Buckman Booster Station #3 & Well #13	115942926-1233031-2	0752383	404.80	Ground	BLM Land
Total	---	-----	1,157.64	-----	-----

Table 82: BDD Sites – Proposed Solar PV Systems

BDD	Account No	Meter No	PV System Size kW (DC)	Mounting	Landowner
BDD Lift Station	115915784-1347614-1	0418853	277.20	Ground	USFS Land
BDD Booster Station #1A	115915784-1347615-0	0438753	739.20	Ground	USFS Land
Total	-----	-----	1,016.40	-----	-----

Additional information including calculations and system renderings are available in **Appendix E1**.

4.2.3 Savings Methodology

Energy savings for this FIM are based on an offset of energy delivered by the electric utility grid.

A monthly On-Peak and Off-Peak basis for system design was provided to the solar provider as follows:

$$S = (E_B - F_s) \times D_f$$

where:

E_B = energy baseline (kWh)

F_s = FIM savings (kWh)
D_f = design factor

- 0.8 of Baseline On-Peak Energy Consumption for COSF facilities,
- 0.6 of Baseline On-Peak Energy Consumption for water utility sites,
- 2.5 of Baseline On-Peak Energy Consumption for airport main terminal

During the IGA, the COSF and YE established a target offset of the post-retrofit on-peak energy consumption through the installation of solar PV systems at select sites. The designed offset was set at 80% of post-retrofit on-peak energy consumption for the COSF Facility sites and 60% of post-retrofit on-peak energy consumption for the Water Utility and BDD sites. The lower target offset applied to the water utility and BDD sites was to account for potential load shifting of current on-peak operation to off-peak operation.

Due to the ongoing expansion of the airport main terminal which will increase square footage by approximately 250%, the design factor used 2.5. Approval from PNM will be required to allow for a system of this size which is considerably larger than the 120% threshold of baseline consumption. PNM may elect to approve a system of reduced capacity at which time Yearout Energy will coordinate with the COSF to amend the project scope.

Energy production from the proposed solar PV systems were estimated using NREL's System Advisor Model (SAM) tool, specifically the PVWatts modeling methodology. The results produced from this model are generally within 6.5% of the production estimates provided by our solar partner. The tool simulates production with a high degree of accuracy based on specific inputs which include:

1. Location, solar resource, weather
2. System design including orientation, losses, module type, inverter efficiency, etc.

When selecting PV modules in SAM/PVWatts, the choices are standard, premium, and thin film. It is not possible to specify the efficiency of the modules. This is definitely a source of the discrepancy between our solar partner's estimated production and that of SAM/PVWatts as the proposed modules have a higher efficiency than that of the premium option available in SAM/PVWatts.

To calculate savings, the total energy produced was allocated proportionally to On-Peak and Off-Peak hours that apply to this building's electric rate.

$$S = E \times R_{on} \times P_{on} + E \times R_{off} \times P_{off}$$

where:

S = cost savings ($)
E = total energy savings (kWh)
R_{on} = On-Peak energy rate ($/kWh)

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R_{off} = Off-Peak energy rate ($/kWh)
P_{on} = proportion of energy produced during On-Peak hours = 5/7 days per week
P_{off} = proportion of energy produced during Off-Peak hours = 2/7 days per week

Although likely to occur at applicable sites, Yearout Energy has not accounted for any monthly demand savings due to the installation of solar PV. These additional savings will go directly to benefit the Agency.

YE anticipates that the COSF will receive additional REC payments from PNM of $0.0025/kWh due to the new solar PV systems' production. These savings were excluded from the savings analysis.

Detailed bases for calculations, output from the simulation, and additional information at each facility is provided in **Appendix E**.

4.2.4 Guaranteed Year 1 Utility Savings

Table 83: COSF Facilities – Renewable Energy FIM Guaranteed Year 1 Utility Savings

FIM No.	Facility	Electricity				Natural Gas	Water
		kW	On-Peak kWh	Off-Peak kWh	kWh	therm	kgal
2.01	Bicentennial / Alto Park Complex	0	110,184	0	110,184	0	0
2.03	Fire Station #8	0	40,533	0	40,533	0	0
2.07	Municipal Recreation Complex	0	111,106	0	111,106	0	0
2.08	Police Dept - Admin	0	141,360	56,544	197,904	0	0
2.10	Public Library - Southside	0	113,396	45,358	158,754	0	0
2.14	Santa Fe Regional Airport	0	169,807	39,333	209,140	0	0
2.17	Southside Transit Center	0	27,415	0	27,415	0	0
Total		0	713,801	141,235	855,036	0	0

Table 84: Public Utility Facilities – Renewable Energy FIM Guaranteed Year 1 Utility Savings

FIM No.	Facility	Electricity				Natural Gas	Water
		kW	On-Peak kWh	Off-Peak kWh	kWh	therm	kgal
2.19	Canyon Road Water Treatment Plant	0	60,614	24,245	84,859	0	0
2.22	10M Gallon Tank	0	67,709	27,084	94,793	0	0
2.24	Buckman Booster Station #1	0	68,725	27,490	96,215	0	0
2.25	Buckman Booster Station #3 & Well #13	0	468,472	187,389	655,861	0	0
2.26	Buckman Booster Station #4	0	451,864	180,746	632,610	0	0
2.28	Buckman Well #10 (Booster D)	0	84,940	33,976	118,916	0	0
2.30	Camino La Canada	0	51,841	20,737	72,578	0	0
2.34	Well Los Montoyas	0	65,726	26,290	92,016	0	0
Total		0	1,319,891	527,956	1,847,848	0	0

Table 85: BDD Sites – Renewable Energy FIM Guaranteed Year 1 Utility Savings

FIM No.	Facility	Electricity				Natural Gas	Water
		kW	On-Peak kWh	Off-Peak kWh	kWh	therm	kgal
2.36	BDD Booster Station #1A	0	847,942	339,177	1,187,119	0	0
2.38	BDD Lift Station	0	318,034	127,214	445,248	0	0
Total		0	1,165,976	466,391	1,632,367	0	0

4.2.5 Financial Summary

Table 86: COSF Facilities – Renewable Energy FIM Financial Summary

FIM No.	Facility	Year 1 Annual Utility Savings	Year 1 Annual O&M Savings	Year 1 Total Annual Savings	Labor, Equip & Material Costs	Estimated Utility Rebate	Net Cost
2.01	Bicentennial / Alto Park Complex	$13,625	$0	$13,625	$268,375	$0	$268,375
2.03	Fire Station #8	$5,012	$0	$5,012	$82,413	$0	$82,413
2.07	Municipal Recreation Complex	$13,739	$0	$13,739	$210,944	$0	$210,944
2.08	Police Dept - Admin	$9,796	$0	$9,796	$409,158	$0	$409,158
2.10	Public Library - Southside	$7,858	$0	$7,858	$343,224	$0	$343,224
2.14	Santa Fe Regional Airport	$15,653	$0	$15,653	$435,122	$0	$435,122
2.17	Southside Transit Center	$3,390	$0	$3,390	$52,053	$0	$52,053
Total		$69,073	$0	$69,073	$1,801,289	$0	$1,801,289

Table 87: Public Utility Facilities – Renewable Energy FIM Financial Summary

FIM No.	Facility	Year 1 Annual Utility Savings	Year 1 Annual O&M Savings	Year 1 Total Annual Savings	Labor, Equip & Material Costs	Estimated Utility Rebate	Net Cost
2.19	Canyon Road Water Treatment Plant	$9,864	$0	$9,864	$161,529	$0	$161,529
2.22	10M Gallon Tank	$11,019	$0	$11,019	$155,772	$0	$155,772
2.24	Buckman Booster Station #1	$11,184	$0	$11,184	$166,748	$0	$166,748
2.25	Buckman Booster Station #3 & Well #13	$76,236	$0	$76,236	$1,040,714	$0	$1,040,714
2.26	Buckman Booster Station #4	$73,534	$0	$73,534	$949,328	$0	$949,328
2.28	Buckman Well #10 (Booster D)	$13,823	$0	$13,823	$199,536	$0	$199,536
2.30	Camino La Canada	$8,436	$0	$8,436	$112,391	$0	$112,391

FIM No.	Facility	Year 1 Annual Utility Savings	Year 1 Annual O&M Savings	Year 1 Total Annual Savings	Labor, Equip & Material Costs	Estimated Utility Rebate	Net Cost
2.34	Well Los Montoyas	$10,696	$0	$10,696	$152,334	$0	$152,334
Total		$214,792	$0	$214,792	$2,938,351	$0	$2,938,351

Table 88: BDD Sites – Renewable Energy FIM Financial Summary

FIM No.	Facility	Year 1 Annual Utility Savings	Year 1 Annual O&M Savings	Year 1 Total Annual Savings	Labor, Equip & Material Costs	Estimated Utility Rebate	Net Cost
2.36	BDD Booster Station #1A	$137,989	$0	$137,989	$1,728,339	$0	$1,728,339
2.38	BDD Lift Station	$51,755	$0	$51,755	$699,933	$0	$699,933
Total		$189,744	$0	$189,744	$2,428,272	$0	$2,428,272

4.2.6 Scope of Work

Please refer **Appendix E** for a detailed explanation of the proposed solar PV systems including product specifications and production calculations.

1. Furnish and install the solar PV systems per Table 80, Table 81, and Table 82.
2. Install a single, dual-handled, Level 2 EV car charging at the Southside Library and Police Admin.
3. Complete and submit interconnection applications for required metering.
4. Support and supervise land acquisitions for solar PV array sites.
5. Obtain building and electrical permits as required.
6. Provide stamped engineered electrical and structural drawings by a Professional Engineer registered in the State of New Mexico as required by the AHJ.
7. Provide and install conduit between PV panels and inverter, inverter and combiner, combiner and recombiner, recombiner and AC disconnect, and AC disconnect and interconnect location.
8. Provide and install XHHW-2 and TWHN-2 wire sized per NEC 2017 for DC and AC voltage runs.
9. Installation to be performed by NABCEP-certified professionals.

10. Coordinate with Molzen-Corbin for construction access and timeline. Additionally, sizing for the carport PV systems are based on the initial drawings provided by Molzen-Corbin.

CLARIFICATIONS

11. Installation will be executed in accordance with industry-standard safety practices and with the care, skill, and diligence provided by a contractor skilled in building envelope services.
12. Installation of all materials will be executed per manufacturer's recommendations.
13. Agency to provide Yearout Energy with internet connectivity at each site for remote monitoring. Connectivity can be provided through either hard-wired or wireless communication.
14. Any conditions not meeting current codes, and any system deficiencies will be brought to the attention of the Agency. Any work required to remedy these situations is excluded.
15. Completion of the Solar PV Carports is conditional upon completion of the general airport expansion project. Savings will not be realized until construction is completed.
16. The proposed solar scope at the Airport will require FAA review and approval due to glare concerns.
17. For carport systems, the associated parking areas will be closed during installation. Closures will be coordinated with the Agency.

EXCLUSIONS

1. Removal of asbestos containing materials, lead containing materials or any other hazardous / suspect materials.
2. Saw cutting, removal, patching, and replacement of landscaping, gravel ground cover, concrete, and asphalt.
3. Formed concrete, including equipment pads, leveling channels, conduit curbs, and pole bases other than defined for racking structure above.
4. Cutting, patching and painting and all other miscellaneous coatings not explicitly defined in the scope of work.
5. Fire sealing, fireproof patching, damp proofing, and water stops at conduit entrances/penetrations into buildings.
6. Tree removal and trimming.
7. Penetrations and sealing of roofing, under buildings and roof membranes.
8. Cathodic protection, snow melt and heat trace.
9. Independent testing laboratory services including concrete and compaction/density testing.

10. Surveying, dust control, seeding, erosion control and dewatering.
11. Repair or installation of any structural systems.
12. Cellular monitoring or infrastructure upgrades to support remote monitoring.

4.2.7 Equipment Service Life

The estimated service life for this FIM is as follows:

Table 89: Renewable Energy System FIM Estimated Service Life

FIM Component	% of FIM Total Cost	Median Service Life
PV modules	75%	40 years
Inverters	15%	20 years
Racking	10%	40 years
FIM Weighted Average Service Life	100%	37 years

4.2.8 Preliminary Commissioning Plan

The following preliminary commissioning plan is intended to serve as the outline from which the final commissioning plan will be developed during the pre-construction / design phase. The final commissioning plan will be primarily focused on validating the proposed equipment and strategies are implemented in accordance with the savings methodology associated with each measure.

1. Review equipment submittals to validate the specified performance criteria is in alignment with the proposed savings methodology
2. Functional performance testing on modules and inverters during installation to validate proper validation.
3. Review monitoring system to validate proper operation.

4.2.9 Warranty

An industry standard 1-year materials and workmanship warranty is provided by Yearout Energy. Any material warranties that extend beyond this period will be transferred to the Agency upon project closeout. All available warranty information can be found in **Appendix E2**.

The warranty period information for the major pieces of equipment associated with this measure is summarized in the table below.

Table 90: Renewable Energy FIM Warranty Information

Equipment Description	Warranty Period
PV Modules	25-Year Power Output 20-Year Product
String Inverters	10 years
Micro Inverters	12 years
Sunny HighPower Peak 3 VDC Modular Utility Inverters	5 years

4.2.10 Training

Yearout Energy will co-develop a training plan with the Agency that is tailored to the needs and skill level of the building operators. Training sessions will be conducted during the project implementation phase. These sessions will be recorded and provided in electronic format to the Agency for future reference. Topics commonly covered during these training sessions include:

1. Equipment start-up, proper operation, shutdown, power failure, etc.
2. Sequences of operation
3. Operations and maintenance (O&M) manuals
4. Diagnosing and troubleshooting common equipment issues
5. Preventative maintenance and required documentation
6. Health and safety considerations
7. Warranty information
8. Identified system deficiencies
9. Measurement and Verification (M&V) plan and KPIs which directly impact savings

4.3 FIM 3.00 Water Conservation

To develop this measure, Yearout Energy conducted a thorough on-site walkthrough audit of the facilities, including engineering evaluations of water and energy savings opportunities. These evaluations include an examination of a sample of water-use equipment, measurements of existing water consumption, and analysis of historical water use data and facility demographics.

4.3.1 Existing Conditions

A variety of plumbing fixture configurations and flow rates were identified during the audit.

1. Domestic water fixtures throughout the buildings include a mixture of high efficiency fixtures and older standard fixtures.
2. Most toilets are flushometer (flush valve) type. Toilet flush rates are typically 1.60 gallons per flush (gpf).
3. Both wall-mount and floor-mount toilet china is present.
4. Urinals vary from facility and include waterless urinals too, the majority of, 1.0 gpf and also 1.5 gpf.
5. During the audit, a wide range of water pressures were recorded (ranging from 40 – 90 psi) among the buildings. With these ranging pressures, performance testing with diaphragm valves will be performed at several the buildings before recommending piston valves throughout the facilities. The diaphragm testing is used to measure flushometer volume by using a direct-read, in-line flow meter which has a computer that sums the volume. This flow meter is installed in series with the flushometer, ensuring that the same volume of water passes through both and allowing for accurate measurement of flush volume. These measurements are conducted in accordance with FEMP Method A Guidelines, 80/20.

Flushometers

Flushometers like those shown at right are prone to leakage and in many cases have fallen into disrepair, resulting in a release of much more water than is necessary. This measure will rebuild and re-tune flushometer assemblies to combat water waste.



Sink Aerators

This faucet is an example of a fixture whose aerator has either been removed or was never present. Installation of flow control devices will reduce water consumption at these fixtures.



4.3.2 Proposed Modifications

The proposed modifications include the following:

Replacement of existing flushometers with new hardware, including the following features and benefits:

1. New diaphragm valve X-body and diaphragm kit
2. Spud replacement
3. Flush tube replacement
4. New vacuum breaker and O-ring
5. Fixture reengineering and tuning
6. Variable flow technology

Installation of new or replacement of existing vandal-resistant flow control devices (aerators) at all lavatory and general-use sinks.

Please refer to **Appendix F** for detailed fixture audit and new equipment specifications.

1. Non-residential shower use averages 8 minutes per shower; residential shower use averages 10 minutes per shower.

4.3.3 Savings Methodology

Domestic plumbing fixture water usage is based primarily on facility occupancy. Detailed savings calculations can be found in **Appendix F1**. In general, domestic plumbing fixtures savings can be calculated as follows:

$$[\ Sw = d \times n \times F \times \Delta q\ ]$$

where:

Sw	Water savings (gal/y)
n	Number of occupants
F	Fixture usage per day (FUPD, flush/d/occupant)
Δq	Baseline flush rate – proposed flush rate (gal/flush)
D	Days in use per year (d/y)

Industry-standard assumptions[1] of use are utilized to determine fixture usage per day (FUPD) as follows:

1. Occupant and time-of-occupancy information is collected through IGA.
2. A split of 50% male and 50% female occupants is assumed.
3. Occupants will use restrooms once per two hours (0.5 uses per hour).
4. Males will use urinals 75% of the time.
5. New ADA handle
6. Non-residential lavatory usage is tied to the number of flushes and averages 6 seconds (0.1 minutes) per flush.
7. Residential lavatory usage averages 5 minutes per person per day.
8. Non-residential kitchenette, or general-purpose, faucets are used an average of 2 minutes per person per day.
9. Residential kitchen faucets are used an average of 3 minutes per person per day.
10. Usage factors are applied to each calculation in order to scale usage up or down depending on special conditions. Typically, these usage factors remain at 100% unless there is an indication of a modified usage pattern (e.g., it is known that a shower is used by only one person, once per week.)

[1]References: Building Science Corporation, “Setting Up Performance and Prescriptive Criteria for Domestic Water Use and Construction Waste Generation”, 1996; U.S. Department of Defense, “Military Handbook: Water Conservation”, 1997; Pacific Institute, “Waste Not, Want Not: The Potential for Urban Water Conservation in California”, 2003; Report sponsored by FEMP and conducted by Urban Systems Engineering, “WATERGY: A Water and Energy Conservation Model for Federal Facilities”, 1996.

Thermal energy and cost savings are calculated as follows:

$$[\ Se = Sw \times \rho \times Cp \times \Delta T\ ]$$

$$[\ Sc = Se / \varepsilon * f\ ]$$

where:

Sw	Water savings (gal/y)
Se	Thermal energy savings (BTU/y)
Sc	Thermal energy cost savings ($/y)
ρ	Water density = 8.34 lb./gal
Cp	Specific heat of water = 0.999 BTU/lb.-°F
ΔT	Hot water design temperature – mean inlet water temperature (°F)
f	Fuel unit cost ($/BTU)
ε	Efficiency (dimensionless)

4.3.4 Guaranteed Year 1 Utility Savings

Table 91: COSF Facilities – Water Conservation FIM Guaranteed Year 1 Utility Savings

FIM No.	Facility	Electricity				Natural Gas	Water
		kW	On-Peak kWh	Off-Peak kWh	kWh	therm	kgal
3.01	Bicentennial / Alto Park Complex	0	0	0	0	62	76
3.03	Fire Station #8	0	0	0	0	10	12
3.04	Fort Marcy Recreation Complex	0	0	0	0	92	83
3.05	Genoveva Chavez Community Center	0	0	0	0	4,341	1,001
3.06	La Familia Medical Center	0	0	0	0	157	89
3.08	Police Dept – Admin	0	0	0	0	149	69
3.09	Public Library – Main	0	0	0	0	119	72

FIM No.	Facility	Electricity				Natural Gas	Water
		kW	On-Peak kWh	Off-Peak kWh	kWh	therm	kgal
3.10	Public Library – Southside	0	0	0	0	59	71
3.11	Salvador Perez Swimming Pool	0	0	0	0	65	50
3.12	Sandoval Parking Garage Lot B	0	0	0	0	0	25
3.13	Santa Fe Convention Center	0	0	0	0	347	181
3.15	Siler Complex	0	0	0	0	316	171
3.16	Siringo Complex	0	0	0	0	74	74
3.18	Transit Administration	0	0	0	0	35	16
Total		0	0	0	0	5,825	1,988

Table 92: Public Utility Facilities – Water Conservation FIM Guaranteed Year 1 Utility Savings

FIM No.	Facility	Electricity				Natural Gas	Water
		kW	On-Peak kWh	Off-Peak kWh	kWh	therm	kgal
3.20	Santa Fe Water Division Office	0	0	0	0	33	19
Total		0	0	0	0	33	19

No scope of work at BDD Facilities.

4.3.5 Financial Summary

Table 93: COSF Facilities – Water Conservation FIM Financial Summary

FIM No.	Facility	Year 1 Annual Utility Savings	Year 1 Annual O&M Savings	Year 1 Total Annual Savings	Labor, Equip & Material Costs	Estimated Utility Rebate	Net Cost
3.01	Bicentennial / Alto Park Complex	$485	$55	$540	$8,314	$880	$7,434
3.03	Fire Station #8	$75	$62	$137	$11,890	$1,650	$10,240
3.04	Fort Marcy Recreation Complex	$540	$46	$586	$7,619	$1,320	$6,299
3.05	Genoveva Chavez Community Center	$7,723	$290	$8,013	$46,677	$7,040	$39,637
3.06	La Familia Medical Center	$599	$76	$675	$9,267	$880	$8,387
3.08	Police Dept – Admin	$472	$43	$515	$7,301	$880	$6,421
3.09	Public Library – Main	$480	$42	$522	$6,228	$440	$5,788
3.10	Public Library – Southside	$451	$44	$495	$5,055	$0	$5,055
3.11	Salvador Perez Swimming Pool	$328	$55	$383	$8,799	$1,320	$7,479
3.12	Sandoval Parking Garage Lot B	$149	$16	$165	$1,837	$0	$1,837
3.13	Santa Fe Convention Center	$1,229	$216	$1,445	$25,074	$0	$25,074
3.15	Siler Complex	$1,160	$50	$1,210	$11,465	$3,080	$8,385
3.16	Siringo Complex	$475	$79	$554	$13,456	$2,200	$11,256
3.18	Transit Administration	$109	$22	$131	$5,257	$1,320	$3,937
Total		$14,276	$1,096	$15,372	$168,239	$21,010	$147,229

Table 94: Public Utility Facilities – Water Conservation FIM Financial Summary

FIM No.	Facility	Year 1 Annual Utility Savings	Year 1 Annual O&M Savings	Year 1 Total Annual Savings	Labor, Equip & Material Costs	Estimated Utility Rebate	Net Cost
3.20	Santa Fe Water Division Office	$128	$39	$165	$5,568	$440	$5,128
Total		$128	$39	$165	$5,568	$440	$5,128

No scope of work at BDD Facilities.

4.3.6 Scope of Work

Please refer **Appendix F** for a detailed baseline and proposed room-by-room water fixture inventory.

Table 95: COSF Facilities – Proposed Water Conservation scope of Work

Facility	Flushometer Fixtures			Tank Toilets		Sinks	New Fixtures
	Valve Replacement	Spud & Flush tube Replacement	Handle-Mount Hands-Free	System Tuning	Retrofit Upgrade	Vandal Resistant Flow Control	Urinal
Bicentennial/ Alto Park Complex	14	13	0	0	0	11	2
Fire Station #8	16	8	0	0	0	12	6
Fort Marcy Recreation Complex	11	6	0	1	0	14	3
Genoveva Chavez Community Center	76	40	0	0	1	44	16
La Familia Medical Center	13	7	0	0	1	58	2
Police Dept- Admin	9	5	0	0	3	13	3
Public Library- Main	10	7	3	0	0	13	1
Public Library- Southside	11	6	0	0	0	10	0

Facility	Flushometer Fixtures			Tank Toilets		Sinks	New Fixtures
	Valve Replacement	Spud & Flush tube Replacement	Handle-Mount Hands-Free	System Tuning	Retrofit Upgrade	Vandal Resistant Flow Control	Urinal
Salvador Perez Swimming Pool	12	6	0	0	4	14	3
Sandoval Parking Garage Lot B	4	2	0	0	0	4	0
Santa Fe Convention Center	55	29	0	0	0	46	0
Siler Complex	7	4	0	0	11	17	7
Siringo Complex	16	8	0	0	10	16	5
Transit Administration	3	3	2	0	3	14	3
Total	**257**	**144**	**5**	**1**	**33**	**286**	**51**

Table 96: Public Utility Facilities – Proposed Water Conservation Scope of Work

Facility	Flushometer Fixtures			Tank Toilets		Sinks	New Fixtures
	Valve Replacement	Spud & Flush tube Replacement	Handle-Mount Hands-Free	System Tuning	Retrofit Upgrade	Vandal Resistant Flow Control	Urinal
Santa Fe Water Division Office	4	2	0	0	12	13	1

No scope at BDD facilities.

CLARIFICATIONS

1. Above quantities and sizing are preliminary and will be finalized once final equipment selections are made.
2. Minor repairs to horizontal water supply connections 1" and less in diameter are included where necessary to complete retrofit installation.
3. All piping modifications will be made with material that complies with standard trade practice and similar to existing materials.
4. Prior to construction, Owner will identify isolation valves. Isolation valves are required to be in working order in order for the above scope of work to be performed. Failed isolation valves are the Agency's responsibility to repair or replace.
5. Permit fees are not expected for this scope of work since it is a retrofit scope of work and no major modifications to infrastructure are being made. Yearout Energy has excluded permits from project cost at this time and would pass them through at cost (without markup) should they be required.
6. It is the Agency's responsibility to continue to provide domestic water at 25-85 psi and suitable flowrates to all fixtures. Deviations from this pressure range will require additional retrofits external to this project scope.

EXCLUSIONS

1. Control stops and shutoff valves.
2. Special-use sinks, volume-based sinks, and irregular sinks that are incompatible with retrofit scope of work.
3. Sink faucets and peripherals.
4. Shower peripherals.
5. Broken toilet flanges. Flange repairs and/or replacements will incur an additional charge external to this project scope.
6. Broken carriers (for wall-mount toilets and urinals).
7. Painting, extensive tile work, and wall repair outside of footprint-related patching.
8. Pre-existing damage to walls and/or flooring will be brought to the attention of the Agency and the best course of action will be determined. Yearout Energy will repair any damage caused by its installations. Yearout Energy will attempt to match existing conditions, but where unique finishes are present it may require the Agency to supply material.
9. Hazardous material removal or abatement.

4.3.7 Equipment Service Life

The estimated service life for this FIM is as follows:

Table 97: Water Conservation FIM Estimated Service Life

FIM Component	% of FIM Total Cost	Median Service Life
All Domestic Water Fixtures	100%	20 Years
FIM Weighted Average Service Life		20 Years

4.3.8 Preliminary Commissioning Plan

The following preliminary commissioning plan is intended to serve as the outline from which the final commissioning plan will be developed during the pre-construction / design phase. The final commissioning plan will be primarily focused on validating the proposed equipment and strategies are implemented in accordance with the savings methodology associated with each measure.

1. Review equipment submittals to validate the specified performance criteria is in alignment with the proposed savings methodology
2. Perform a random inspection to validate the implemented water fixture improvements align with the proposed scope of work.

4.3.9 Warranty

An industry standard 1-year materials and workmanship warranty is provided by Yearout Energy. Any material warranties that extend beyond this period will be transferred to the Agency upon project closeout. All available warranty information can be found in **Appendix F1**.

The warranty period information for the major pieces of equipment associated with this measure is summarized in the table below.

Table 98: Water Conservation FIM Warranty Information

Equipment Description	OEM Warranty Period	Water Conservation Partner Warranty
Flushometer valve components	3 years	3 years
Diaphragm	3 years	10 years
Hands-free handle mounts	3 years	3 years

Equipment Description	OEM Warranty Period	Water Conservation Partner Warranty
Flapper assembly	N/A	3 years
Flapper and flipper seal	N/A	10 years
Fluidmaster sure-fit tank lever	3 years	3 years
Supply lines	N/A	3 years
Aerators	1 year	3 years
Screen washers	5 years	10 years
Urinals	3 years	3 years

4.3.10 Training

Yearout Energy will co-develop a training plan with the Agency that is tailored to the needs and skill level of the building operators. Training sessions will be conducted during the project implementation phase. These sessions will be recorded and provided in electronic format to the Agency for future reference. Topics commonly covered during these training sessions include:

3. Equipment start-up, proper operation, shutdown, power failure, etc.
4. Sequences of operation
5. Operations and maintenance (O&M) manuals
6. Diagnosing and troubleshooting common equipment issues
7. Preventative maintenance and required documentation
8. Health and safety considerations
9. Warranty information
10. Identified system deficiencies
11. Measurement and Verification (M&V) plan and KPIs which directly impact savings

4.4 FIM 4.00 Building Envelope

4.4.1 Existing Conditions

Significant quantities of air infiltration into the buildings were discovered during the envelope survey period. The facilities were found to be in a mixed set of conditions in regard to infiltration losses, mostly due to age and maintenance issues.

Most buildings are in good condition but could use improvements to stop air infiltration/exfiltration and energy loss. Door systems were found to be the largest areas of air infiltration/exfiltration. Most entrance doors needed one of the following: weather stripping or sweeps. In most buildings of this age the door seals are either original or have been replaced. Often the replacement seals are of poor quality and are degraded by ultraviolet solar rays. Over time they lose their flexibility and ability to function reliably. Care should be taken to replace seals with products having extensive long-term testing (higher cycle count). Sealant is recommended around the perimeter of several windows. Numerous penetrations were observed that need to be sealed.

Recommended improvements are tabulated and available in **Appendix G1**.

Air Leakage – Building Envelope

Air leakage through the building envelope most often occurs where building envelope elements are connected. Leakage is typically a result of either improper design or construction, lack of maintenance, or normal degradation over the life of the building. The audit identified penetrations in the building envelope that consist mainly of cracks or openings at building connection points, holes, and pipe/mechanical penetrations. These openings in the building envelope need to be sealed to stop significant amounts of air leakage and energy loss.

Weather Stripping – Exterior Doors

The weather stripping, door sweeps, vertical sweeps on exterior doors, and overhead doors are damaged and in disrepair allowing air infiltration into the space between the door and the frame. Over time this weather stripping develops gaps due to normal wear and tear. By replacing worn out weather stripping, energy savings can be realized due to reduced infiltration and thus, reduced load on the building HVAC equipment. In some instances, the weather stripping appears to be in good condition, but it is still not preventing air leakage as it is intended.

Air Leakage – Windows

Windows throughout the campus, both single and double paned, both have issues that impact energy efficiency. The window glazing and seals are generally in good condition overall; however, air leakage between the window frames and walls was observed in several locations, as well as failed seals.

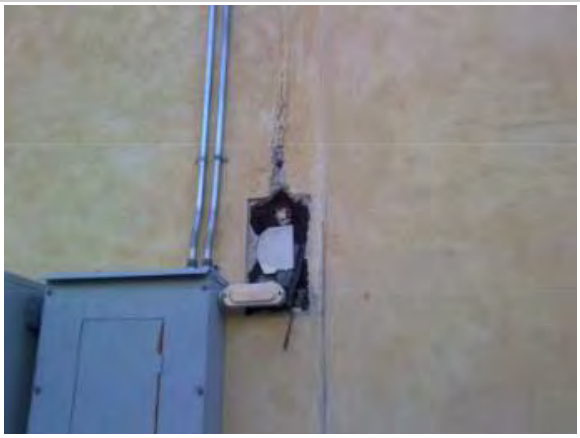
Windows

Gaps at window / wall junction should be sealed as shown at the Siler Complex.



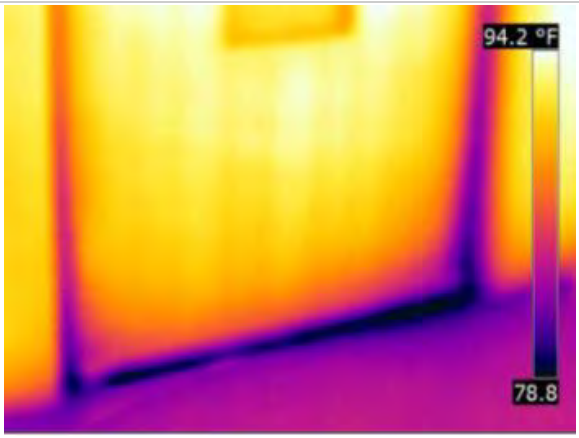
Air Leakage

We recommend sealing penetrations and blank openings to reduce air and moisture infiltration and exfiltration leading to energy loss



Exterior Doors

The thermal image at right shows a typical example of failed weather-stripping at exterior doors. Here dark blue at the edges of the doors signify a large temperature differential is apparent, signaling severe leakage.



4.4.2 Proposed Modifications

Recommended improvements are tabulated and available in **Appendix G1**.

Air Leakage – Building Envelope

The proposed modifications include insulating and sealing all identified penetrations and openings with the appropriate polyurethane spray foam product and premium urethanized elastomeric sealants to minimize or eliminate these sources of air leakage.

Weather Stripping – Exterior Doors

This scope will repair or replace the weather stripping, door sweeps, and vertical sweeps as identified in order to minimize the amount of air leakage at identified locations.

Air Leakage – Windows

Interiors of windows and frames where they meet interior finishes will be caulked using premium urethanized elastomeric sealants to mitigate air leakage where necessary.

Implementing the proposed modifications will reduce the heating and cooling loads by reducing the amount of air entering and leaving through the building envelope and will also improve space comfort.

4.4.3 Savings Methodology

Infiltration Reduction (Air Leakage, Weather Stripping, Exterior Doors, and Windows)

Heat loss, q, in BTU/h, is determined by the following equation:

$$[\, q = H_l \times Q \times \Delta T \,]$$

Where:

H_l = Heat Loss Coefficient ($\frac{BTU*Min}{ft^3*°F*Hr}$) is calculated as follows:

$$[H_l = \text{Cp x } \rho \text{ x } 60\ (\tfrac{Min}{Hr})] = 0.864\ \tfrac{BTU*Min}{ft^3*°F*Hr}$$

Where:

Cp = Specific Heat ($\frac{BTU}{Lb*°F}$)

P = Air density at site elevation ($\frac{lb}{ft^3}$)

Conversion factor = 60 ($\frac{Min}{Hr}$)

where:

Q represents the airflow in cubic feet per minute (CFM) and is calculated in the following manner:

$$[\, Q = A_{crack} \times \sqrt{C_s \Delta T + C_w V^2}\,]$$

where:

A_{crack} = crack area reduction (in²)

C_s = stack coefficient

C_w = wind coefficient

V = wind speed = 8.8 mph
[ΔT = temperature difference = $T_{out} - T_{in}$ (deg F)]

ΔT is calculated by subtracting the average outdoor air temperature per hour from the indoor temperature, using 24 data points per month to accurately account for weather variances, and subsequently calculating airflow and heat loss for each set of data. In total, 288 data points are used, and Δt is the number of hours each data point represents. The total heat loss is calculated as follows:

$$[q = \sum_{x=1}^{288} H_l \times A_{crack} \times \sqrt{C_s(T_{out} - T_{in}) + C_w V^2} \times (T_{out} - T_{in}) \times \Delta t\ ]$$

Conduction/Insulation

Steady-state one-dimensional heat loss, q, in BTU/h, is given by Fourier's law:

$$[\ q = -kA\frac{dT}{dx} \times \frac{hrs}{MMBTU}\ ]$$

where:

A = cross-sectional area normal to heat flow (ft^2)
K = thermal conductivity of the insulation material (BTU-in/h-ft^2-°F)
dT/dx = temperature gradient (°F/in)

The proposed modifications would provide a reduction in leakage area at the facilities as shown in the following tables.

Table 99: COSF Facilities – Proposed Air Leakage Area Remediation (ft^2)

Facility	Remediated Air Leakage Area (ft^2)
Bicentennial/ Alto Park Complex	8.85
Fire Station #8	2.86
Fort Marcy Recreation Complex	2.75
Genoveva Chavez Community Center	23.51
La Familia Medical Center	4.26
Municipal Recreation Complex	4.04

Facility	Remediated Air Leakage Area (ft^2)
Police Dept- Admin	2.75
Public Library- Main	2.20
Public Library- Southside	3.18
Salvador Perez Swimming Pool	2.14
Santa Fe Convention Center	19.65
Santa Fe Regional Airport	5.23
Siler Complex	15.28
Siringo Complex	10.29
Transit Administration	4.87
Total	111.86

Table 100: Public Utility Facilities – Proposed Air Leakage Area Remediation (ft^2)

Facility	Remediated Air Leakage Area (ft^2)
Canyon Road Water Treatment Plant	4.50
Santa Fe Water Division Office	3.16
Total	7.66

Please refer **Appendix G1** for additional information regarding calculations.

4.4.4 Guaranteed Year 1 Utility Savings

Table 101: COSF Facilities – Building Envelope FIM Guaranteed Year 1 Utility Savings

FIM No.	Facility	Electricity				Natural Gas	Water
		kW	On-Peak kWh	Off-Peak kWh	kWh	therm	kgal
4.01	Bicentennial / Alto Park Complex	0	78	28	106	1,584	0
4.03	Fire Station #8	0	61	0	61	747	0
4.04	Fort Marcy Recreation Complex	0	20	20	41	666	0
4.05	Genoveva Chavez Community Center	0	280	280	560	7,218	0
4.06	La Familia Medical Center	0	26	26	51	765	0
4.07	Municipal Recreation Complex	0	45	23	68	756	0
4.08	Police Dept – Admin	0	29	29	59	720	0
4.09	Public Library – Main	0	19	19	39	522	0
4.10	Public Library – Southside	0	28	28	57	648	0
4.11	Salvador Perez Swimming Pool	0	19	19	38	432	0
4.13	Santa Fe Convention Center	0	119	119	239	4,086	0
4.14	Santa Fe Regional Airport	0	0	0	0	1,485	0
4.15	Siler Complex	0	184	0	184	2,745	0
4.16	Siringo Complex	0	62	62	123	1,845	0
4.18	Transit Administration	0	37	37	75	925	0
Total		0	1,008	690	1,698	25,146	0

Table 102: Public Utility Facilities – Building Envelope FIM Guaranteed Year 1 Utility Savings

FIM No.	Facility	Electricity				Natural Gas	Water
		kW	On-Peak kWh	Off-Peak kWh	kWh	therm	kgal
4.19	Canyon Road Water Treatment Plant	0	55	55	111	1,359	0
4.20	Santa Fe Water Division Office	0	28	17	45	621	0
Total		0	83	72	156	1,980	0

4.4.5 Financial Summary

Table 103: COSF Facilities – Building Envelope FIM Financial Summary

FIM No.	Facility	Year 1 Annual Utility Savings	Year 1 Annual O&M Savings	Year 1 Total Annual Savings	Labor, Equip & Material Costs	Estimated Utility Rebate	Net Cost
4.01	Bicentennial / Alto Park Complex	$614	$92	$706	$9,993	$0	$9,993
4.03	Fire Station #8	$293	$44	$337	$6,868	$0	$6,868
4.04	Fort Marcy Recreation Complex	$256	$38	$295	$3,696	$0	$3,696
4.05	Genoveva Chavez Community Center	$2,784	$418	$3,201	$30,861	$0	$30,861
4.06	La Familia Medical Center	$295	$44	$339	$4,531	$0	$4,531
4.07	Municipal Recreation Complex	$294	$44	$338	$12,146	$0	$12,146
4.08	Police Dept – Admin	$278	$42	$320	$3,077	$0	$3,077
4.09	Public Library – Main	$201	$30	$231	$5,812	$0	$5,812
4.10	Public Library – Southside	$250	$38	$288	$3,710	$0	$3,710

FIM No.	Facility	Year 1 Annual Utility Savings	Year 1 Annual O&M Savings	Year 1 Total Annual Savings	Labor, Equip & Material Costs	Estimated Utility Rebate	Net Cost
4.11	Salvador Perez Swimming Pool	$167	$25	$192	$2,831	$0	$2,831
4.13	Santa Fe Convention Center	$1,573	$236	$1,809	$29,308	$0	$29,308
4.14	Santa Fe Regional Airport	$568	$85	$653	$12,335	$0	$12,335
4.15	Siler Complex	$1,066	$160	$1,225	$29,800	$0	$29,800
4.16	Siringo Complex	$711	$107	$817	$18,337	$0	$18,337
4.18	Transit Administration	$358	$54	$411	$13,552	$0	$13,552
Total		$9,707	$1,456	$11,163	$186,857	$0	$186,857

Table 104: Public Utility Facilities – Building Envelope FIM Financial Summary

FIM No.	Facility	Year 1 Annual Utility Savings	Year 1 Annual O&M Savings	Year 1 Total Annual Savings	Labor, Equip & Material Costs	Estimated Utility Rebate	Net Cost
4.19	Canyon Road Water Treatment Plant	$530	$79	$609	$12,684	$0	$12,684
4.20	Santa Fe Water Division Office	$240	$36	$276	$6,629	$0	$6,629
Total		$770	$116	$886	$19,313	$0	$19,313

4.4.6 Scope of Work

Please refer **Appendix G1** for a detailed baseline and proposed envelope remediation.

Table 105: COSF Facilities – Proposed Air Leakage Remediation Scope of Work

Facility	*Penetrations	*Wall cracks, window/door frames and vents	Sets of Weather-strip DF	Door Sweeps	**Astragals	Sets of weather-strip DF (OH Door)	Door sweeps (OH Door)
	ft^2	Linear Ft	Sets	Qty	Qty	Qty	Qty
Bicentennial/ Alto Park Complex	0.24	20	36	36	4	0	0
Fire Station #8	0.23	0	10	10	1	4	4
Fort Marcy Recreation Complex	0.11	0	11	11	4	0	0
Genoveva Chavez Community Center	0.37	633	59	59	15	3	3
La Familia Medical Center	0.67	155	11	11	1	0	0
Municipal Recreation Complex	0.41	27	21	21	2	6	6
Police Dept- Admin	0.48	0	9	9	0	0	0
Public Library- Main	0.22	0	19	20	4	0	0
Public Library- Southside	0.17	0	12	12	3	0	0
Salvador Perez Swimming Pool	0.26	0	8	8	2	0	0
Santa Fe Convention Center	0.26	0	81	81	36	2	2
Santa Fe Regional Airport	0.12	218	19	19	4	6	6
Siler Complex	0.89	398	39	39	3	17	17
Siringo Complex	1.01	1,044	32	32	8	4	4
Transit Administration	0.35	7	17	17	1	9	9
Total	5.79	2,502	384	385	88	51	51

*sealed w/ polyurethane sealant
**weather-strip for center of double door

Table 106: Public Utility Facilities – Proposed Air Leakage Remediation Scope of Work

Facility	*Penetrations	*Wall cracks, window/door frames and vents	Sets of Weather-strip DF	Door Sweeps	**Astragals	Sets of weather-strip DF (OH Door)	Door sweeps (OH Door)
	ft^2	Linear Ft	Sets	Qty	Qty	Qty	Qty
Canyon Road Water Treatment Plant	0.27	133	16	16	0	8	8
Santa Fe Water Division Office	0.38	250	11	11	1	2	2
Total	0.65	383	27	27	1	10	10

*sealed w/ polyurethane sealant
**weather-strip for center of double door

CLARIFICATIONS

1. Installation will be executed in accordance with industry-standard safety practices and with the care, skill, and diligence provided by a contractor skilled in building envelope services.
2. Installation of all materials will be executed per manufacturer's recommendations.
3. Any conditions not meeting current codes, and any system deficiencies will be brought to the attention of the Agency. Any work required to remedy these situations is excluded.

EXCLUSIONS

1. Removal of asbestos containing materials, lead containing materials or any other hazardous / suspect materials.

2. Removal of caulking, coatings, mastics, flashings, insulation or any other materials unless clearly specified.
3. Repair or installation of brick or other masonry materials or systems.
4. Repair or installation of window or door systems unless clearly identified.
5. Repair or installation of any structural systems.

4.4.7 Equipment Service Life

The estimated service life for this FIM is as follows:

Table 107: Building Envelope FIM Estimated Service Life

FIM Component	% of FIM Total Cost	Median Service Life
Building Envelope Materials	100%	20 Years
FIM Weighted Average Service Life		20 Years

4.4.8 Preliminary Commissioning Plan

The following preliminary commissioning plan is intended to serve as the outline from which the final commissioning plan will be developed during the pre-construction / design phase. The final commissioning plan will be primarily focused on validating the proposed equipment and strategies are implemented in accordance with the savings methodology associated with each measure.

1. Review material submittals to validate the specified performance criteria is in alignment with the proposed savings methodology
2. Perform a random inspection to validate the implemented building envelope improvements align with the proposed scope of work (door sweeps, penetrations, etc.)

4.4.9 Warranty

An industry standard 1-year materials and workmanship warranty is provided by Yearout Energy. Any material warranties that extend beyond this period will be transferred to the Agency upon project closeout. All available warranty information can be found in **Appendix G1**.

The warranty period information for the major pieces of equipment associated with this measure is summarized in the table below.

Table 108: Building Envelope FIM Warranty Information

Equipment Description	Warranty Period
DAP & Dow Corning Sealants	50 years
Other sealants	1 year
Door sweeps and astragals	N/A

4.4.10 Training

Yearout Energy will co-develop a training plan with the Agency that is tailored to the needs and skill level of the building operators. Training sessions will be conducted during the project implementation phase. These sessions will be recorded and provided in electronic format to the Agency for future reference. Topics commonly covered during these training sessions include:

3. Equipment start-up, proper operation, shutdown, power failure, etc.
4. Sequences of operation
5. Operations and maintenance (O&M) manuals
6. Diagnosing and troubleshooting common equipment issues
7. Preventative maintenance and required documentation
8. Health and safety considerations
9. Warranty information
10. Identified system deficiencies
11. Measurement and Verification (M&V) plan and KPIs which directly impact savings

4.5 FIM 5.00 High-Efficiency Transformers

4.5.1 Existing Conditions

Transformers operate continuously and consume energy through there inherent inefficiency. Of the 67 transformers surveyed, 14 transformers have been identified as good candidates for replacement due to their age and inefficiency. This will save energy and improve aging infrastructure.

Transformers step down higher voltages delivered via utility distribution to lower voltages required for most building applications, including HVAC, lighting, and plug loads. Regardless of connected demand, transformers operate 24 hours per day and 365 days per year and experience roughly constant losses. These losses originate from two major transformer components: the core (typically made of steel), and coil windings (made of aluminum or copper). Standards for minimum transformer energy efficiencies were adopted at the discretion of manufacturers until 2007, when minimum efficiency legislation was enacted. An extensive survey of the city's, Water Division's, and BDD's transformers was conducted, and it was found that all transformers are older than 2007. The table below includes appropriate candidates for replacement.

Table 109: COSF Facilities – Existing Transformers

Tag	Facility	Location	KVA	Primary	Secondary
59108	Bicentennial Park	Concession Stand	30	480	208/120
59085	Municipal Recreation Center	Outside near Cart Barn	112.5	480	208/120
59100	Public Library-Southside	Electrical Rm in Community Rm	75	480	208/120
59101	Public Library-Southside	Loading dock Electrical Rm	75	480	208/120
59102	Public Library-Southside	Loading dock Electrical Rm	75	480	208/120
59103	Transit Admin	Outside, Bus Wash	45	480	208/120
59104	Transit Admin	Building by Bus Wash	30	480	208/120
59105	Transit Admin	Garage	75	480	208/120
59106	Transit Admin	Bus Parking Bay 2	30	480	208/120
59107	Transit Admin	Conf Rm	45	480	208/120

Table 110: Public Utility Facilities – Existing Transformers

Tag	Facility	Location	KVA	Primary	Secondary
59087	Canyon Road WTP	Outside chiller	45	480	240 x 120
59088	Canyon Road WTP	Ready Stock Rm	30	480	208/120
59090	Canyon Road WTP	Pipe Gallery Airator Rm	25	480	240 x 120
59091	Canyon Road WTP	Pipe Gallery Airator Rm	25	480	240 x 120
59202	WWTP	Bldg LC	30	480	208/120
59188	WWTP	Grit-GB Bldg	30	480	208/120
59189	WWTP	Head Works (HW) Bldg ER	45	480	208/120
59190	WWTP	Laboratory-Outside Back	45	480	208/120
59191	WWTP	Admin Bldg-Elect Rm Basement	112.5	480	208/120
59193	WWTP	Admin Bldg-Elect Rm 2	15	480	208/120
59198	WWTP	None-Potable (NP) Bldg	30	480	208/120
59197	WWTP	Old Digester Bldg-Elect Rm	45	480	208/120
59194	WWTP	Old DAF Bldg-Elect Rm	40	480	----
59195	WWTP	Old DAF Bldg-Elect Rm	37.5	480	240 x 120
59199	WWTP	Tertiary Treatment Facility	75	480	208/120
59185	WWTP	West Warehouse	75	480	208/120
59186	WWTP	West Warehouse	45	480	----
59187	WWTP	West Warehouse	30	480	208/120

Low-Voltage Transformers

Several transformers like those shown at right are present throughout the electrical rooms in the facilities. Most of these units have been in place since the time of the facility's original construction.



4.5.2 Proposed Modifications

Modifications will include replacement of the existing transformers, shown in Table 109 and Table 110, with new, high-efficiency Powersmiths' model E-Saver-80R transformers. Energy savings are driven by modern, precision-crafted cores and coil windings. Refer to **Appendix H3** for specifications.

4.5.3 Savings Methodology

Transformer losses are comprised of two major energy losses:

12. Core loses, also known as no-load losses or energizing losses, are present continuously, regardless of load.
13. Coil losses, also known as load losses, vary with the square of the load placed upon them.

Total Transformer Losses are calculated as follows:

[Total Transformer Losses = No-load Losses (Core) + Load Losses (Coils)]

The below graph is the summary of a survey by the Northeast Energy Efficiency Partnership that indicates that typical transformer loading typically falls within the range of 7 – 24%.



(SOURCE DATA: INDUSTRIAL AND PUBLIC BUILDINGS, THE CADMUS GROUP INC. 12/7/99, PREPARED FOR NEFP)

Figure 75: Root Mean Square (RMS) Transformer Average Load Factor by Facility Type

The following graph shows the two loss components for a representative 75-kVA transformer. No-load losses represent 80-95% of the total losses, with only a small percentage (depicted in the blue-shaded triangular area between the red and orange lines) associated with load-dependent losses.

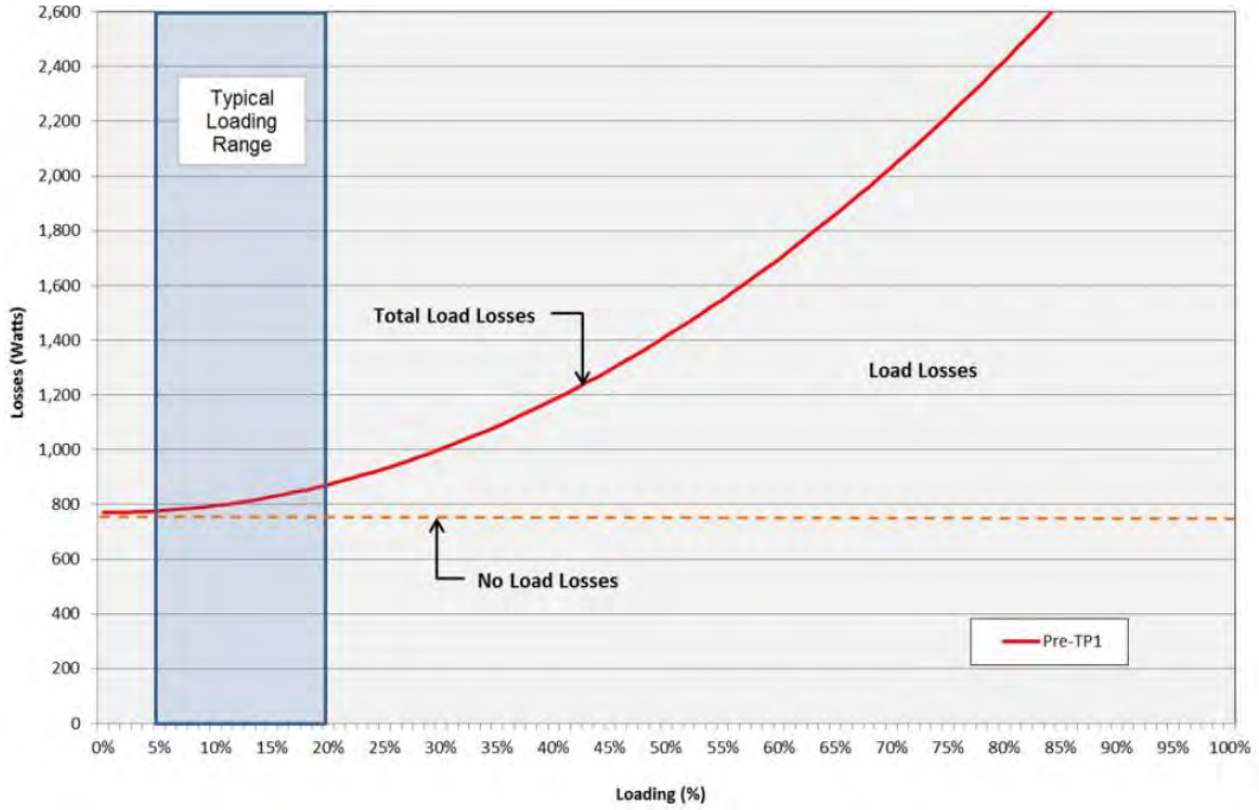


Figure 76: Typical 75 kVA NEMA TP-1 Low-Voltage Dry-Type Transformer Energy Loss Profile

Savings calculations are based on extensive field data collected by Powersmiths over the past decade across the country and COSF facility field measurements of the % loading and kW losses were performed on a number of existing transformers. Most transformers exhibit a very predictable duty-cycle using.

The following equation was used to calculate the on- and Off-Peak power savings:

$$[\ Lp = Ln + I^2 \times (Lf - Ln)\ ]$$

where:

Lp	Total transformer power losses (kW)
Ln	No-load losses (kW)
Lf	Full-load losses (kW)
I	Loading during operating hours (%)

The below table shows the load losses for the baseline and new proposed transformer.

Table 111: Transformer Load Losses

Size kVA	Baseline Losses		Proposed Losses (E-Saver-80R)	
	No Load	Full Load	No Load	Full Load
	W	W	W	W
15	311	1,182	35	775
25	282	1,369	57	674
30	412	1,462	57	1,332
45	665	2,202	78	1,725
75	834	3,347	111	2,537
112.5	1,190	4,271	164	3,313

Energy losses were calculated as follows:

[Le = Lp x H]

Savings for power (kW) and energy (kWh) were calculated as follows:

[Savings = Baseline Transformer Losses – Proposed Transformer Losses]

Where:

Lp Total transformer power losses (kW)
Le Total transformer energy losses (kWh)
H Hours of operation (h/y)

See **Appendix H2** for savings calculation.

4.5.4 Guaranteed Year 1 Utility Savings

Table 112: COSF Facilities – High-Efficiency Transformers FIM Guaranteed Year 1 Utility Savings

FIM No.	Facility	Electricity				Natural Gas	Water
		kW	On-Peak kWh	Off-Peak kWh	Total kWh	therm	kgal
5.01	Bicentennial / Alto Park Complex	0	2,792	0	2,792	0	0
5.07	Municipal Recreation Complex	11	2,880	5,207	8,087	0	0
5.10	Public Library – Southside	24	6,147	11,116	17,263	0	0
5.18	Transit Administration	28	7,357	13,314	20,670	0	0
Total		63	19,175	29,637	48,812	0	0

Table 113: Public Utility Facilities – High-Efficiency Transformers FIM Guaranteed Year 1 Utility Savings

FIM No.	Facility	Electricity				Natural Gas	Water
		kW	On-Peak kWh	Off-Peak kWh	kWh	therm	kgal
5.19	Canyon Road Water Treatment Plant	0	3,926	7,076	11,002	0	0
5.21	WWTP	0	21,908	39,624	61,533	0	0
Total		0	25,834	46,700	72,534	0	0

No scope at BDD facilities.

4.5.5 Financial Summary

Table 114: COSF Facilities High-Efficiency Transformers FIM Financial Summary

FIM No.	Facility	Year 1 Annual Utility Savings	Year 1 Annual O&M Savings	Year 1 Total Annual Savings	Labor, Equip & Material Costs	Estimated Utility Rebate	Net Cost
5.01	Bicentennial / Alto Park Complex	$345	$52	$397	$4,237	$179	$4,058
5.07	Municipal Recreation Complex	$596	$89	$686	$15,888	$518	$15,370
5.10	Public Library - Southside	$1,273	$191	$1,464	$31,778	$1,105	$30,673
5.18	Transit Administration	$1,524	$229	$1,753	$31,778	$1,323	$30,455
Total		$3,739	$561	$4,299	$83,681	$3,124	$80,557

Table 115: Public Utility Facilities High-Efficiency Transformers FIM Financial Summary

FIM No.	Facility	Year 1 Annual Utility Savings	Year 1 Annual O&M Savings	Year 1 Total Annual Savings	Labor, Equip & Material Costs	Estimated Utility Rebate	Net Cost
5.19	Canyon Road Water Treatment Plant	$885	$133	$1,017	$17,654	$704	$16,950
5.21	WWTP	$4,943	$742	$5,685	$97,836	$3,938	$93,898
Total		$5,828	$874	$6,702	$115,490	$4,642	$110,848

No scope at BDD facilities.

Scope of Work

The scope shall include the equipment as shown in the below table and work shall be performed as follows:

1. Verify all dimensions in the field.
2. Check for damage and loose connections.
3. Set the transformer plumb and level.
4. Mount transformer on vibration isolation pads suitable for isolating the transformer.

Table 116: High Efficiency Transformer FIM Proposed Scope of Work

Scope Item	Quantity
Demolish transformer	28
Install 15Kva high-efficiency transformer	1
Install 25Kva high-efficiency transformer	2
Install 30Kva high-efficiency transformer	8
Install 37.5kva high-efficiency transformer	1
Install 40Kva high-efficiency transformer	1
Install 45Kva high-efficiency transformer	7
Install 75Kva high-efficiency transformer	6
Install 112.5Kva high-efficiency transformer	2

Please refer **Appendix H** for a detailed baseline and proposed transformers.

CLARIFICATIONS

1. Work will require system shutdowns. All work shall be coordinated with the Agency in order to minimize the effect on day-to-day operations. Work shall be conducted during normal work hours when utility interruptions are approved; otherwise, work will be conducted outside of normal work hours when utility interruptions are not approved. All preparation work shall be done prior to shut down so as to minimize the time the system is down.
2. Installation will be executed in accordance with industry-standard safety practices and with the care, skill, and diligence provided by a contractor skilled in building envelope services.
3. Installation of all materials will be executed per manufacturer's recommendations.
4. Any conditions not meeting current codes, and any system deficiencies will be brought to the attention of the Agency. Any work required to remedy these situations is excluded.

EXCLUSIONS

1. Removal of asbestos containing materials, lead containing materials or any other hazardous / suspect materials.

2. New vibration isolation pads suitable for isolating
3. Repair or installation of any structural systems and/or installation of seismic restraints where required.
4. Repair or installation of brick or other masonry materials or systems.

4.5.6 Equipment Service Life

The estimated service life for this FIM is as follows:

Table 117: High Efficiency Transformer FIM Estimated Service Life

FIM Component	% of FIM Total Cost	Median Service Life
HE Transformers	100%	32 Years
FIM Weighted Average Service Life		32 Years

4.5.7 Preliminary Commissioning Plan

The following preliminary commissioning plan is intended to serve as the outline from which the final commissioning plan will be developed during the pre-construction / design phase. The final commissioning plan will be primarily focused on validating the proposed equipment and strategies are implemented in accordance with the savings methodology associated with each measure.

1. Develop and issue construction phase commissioning plan
2. Review equipment submittals to validate the specified performance criteria is in alignment with the proposed savings methodology
3. Review sequences of operation and controls strategies to validate alignment with proposed savings methodology
4. Review manufacturer's startup documentation
5. Develop equipment Pre-Functional Checklists (PFCs)
6. Develop and conduct Functional Performance Testing (FPT) procedures on equipment and sequences of operation to ensure proper operation
7. Create and maintain a commissioning issues log
8. Establish trends as required to validate system operation
9. Coordinate Owner participation as required during commissioning and equipment startup efforts

10. Participate in staff training activities

4.5.8 Warranty

An industry standard 1-year materials and workmanship warranty is provided by Yearout Energy. Any material warranties that extend beyond this period will be transferred to the Agency upon project closeout. All available warranty information can be found in **Appendix H3**.

The warranty period information for the major pieces of equipment associated with this measure is summarized in the table below.

Table 118: HE Transformer FIM Warranty Information

Equipment Description	Warranty Period
Powersmiths Opal Transformers	32 years

4.5.9 Training

Yearout Energy will co-develop a training plan with the Agency that is tailored to the needs and skill level of the building operators. Training sessions will be conducted during the project implementation phase. These sessions will be recorded and provided in electronic format to the Agency for future reference. Topics commonly covered during these training sessions include:

11. Equipment start-up, proper operation, shutdown, power failure, etc.
12. Sequences of operation
13. Operations and maintenance (O&M) manuals
14. Diagnosing and troubleshooting common equipment issues
15. Preventative maintenance and required documentation
16. Health and safety considerations
17. Warranty information
18. Identified system deficiencies
19. Measurement and Verification (M&V) plan and KPIs which directly impact savings

4.6 FIM 6.00 Utility Management

4.6.1 Existing Conditions

4.6.1.1 MRC Pump Station Hill Soccer Pond

During the IGA, it was observed that the electric meter serving the MRC Pump Station Hill Soccer Pond was on a demand-based rate structure, PNM Rate 3E Pilot Municipalities and Counties Low Load Factor General Power Service Time-of-Use (TOU). Yearout Energy identified that this meter was eligible to switch to PNM 2A Small Power Service, which would be financially advantageous for the COSF. Eligibility for PNM 2A is defined as having a load factor that does not exceed 35% and one of the two following conditions: 1) a minimum monthly On-Peak demand of 50 kW, 2) consumption must be an actual 15,000kWh; both for three of the last twelve month.

4.6.1.2 Genoveva Chavez Community Center

Due to loss of production from the existing carport solar PV system as described in Section 2.5.8.3, the rate had been changed by PNM in early 2019 from rate 2A Small Power Service to rate 3B General Power Time-of-Use (TOU), which is less advantageous for solar. Yearout Energy identified this rate change during the IGA and brought it to the COSF's attention.

4.6.2 Proposed Modifications

4.6.2.1 MRC Pump Station Hill Soccer Pond

As a result of the utility analysis performed during the IGA, it was found that the PNM 2A Small Power Service was more appropriate for the MRC Pump Station Hill Soccer Pond. The rate has a higher Off-Peak Summer, On-Peak Winter, and Off-Peak Winter Consumption rate, but this is offset by no demand charge and lower monthly flat service charge. On November 8, 2019, the rate change was approved and applied by PNM immediately reducing utility costs at this site.

Table 119: MRC Pump Station Utility Management Proposed Modifications

Facility	Electric Provider	Account Number	Meter Serial No.	Current Rate	Proposed Rate
MRC Pump Station Hill Pond Soccer	PNM	43554000-0472017-2	947578	3E	2A

4.6.2.2 Genoveva Chavez Community Center

Yearout Energy requested on behalf of the COSF that PNM return the rate back to 2A and described the reasoning for the increase in consumption at this site. In December 2019, PNM approved and applied the rate change along with crediting the COSF back the utility cost increases experienced during the rate change period.

Table 120: GCCC Utility Management Proposed Modifications

Facility	Electric Provider	Account Number	Meter Serial No.	Current Rate	Proposed Rate
Genoveva Chavez Community Center	PNM	115447884-1174415-5	740514	3B	2A

4.6.3 Savings Methodology

4.6.3.1 MRC Pump Station Hill Soccer Pond

Savings for this measure were calculated by utilizing actual utility consumption data for the meter and simulating the monthly cost difference between the currently assigned electric rate and the proposed electric rate. Detailed calculations are provided in **Appendix I1**.

Table 121: MRC Pump Station Utility Management Savings

Facility	Electric Provider	Account Number	Baseline Annual Cost	Proposed Annual Cost	Annual Savings
MRC Pump station Hill Pond Soccer	PNM	43554000-0472017-2	$9,468	$7,647	$1,821

4.6.3.2 Genoveva Chavez Community Center

In December 2019, PNM approved and credited the COSF with the rate difference for the period it had changed. This was considered for project as a one-time credit (rebate).

Table 122: GCCC Utility Management Savings

Facility	Electric Provider	Account Number	Credit Amount
Genoveva Chavez Community Center	PNM	115447884-1174415-5	$1,516

4.6.4 Guaranteed Year 1 Utility Savings

Table 123: Utility Management FIM Guaranteed Year 1 Utility Savings

FIM No.	Facility	Electricity			Natural Gas	Water
		kW	On-Peak kWh	Off-Peak kWh	kWh	therm	kgal
6.05	Genoveva Chavez Community Center	0	0	0	0	0	0
6.07	Municipal Recreation Complex	0	0	0	0	0	0
Total		0	0	0	0	0	0

4.6.5 Financial Summary

Table 124: Utility Management FIM Financial Summary

FIM No.	Facility	Year 1 Annual Utility Savings	Year 1 Annual O&M Savings	Year 1 Total Annual Savings	Labor, Equip & Material Costs	Estimated Utility Rebate	Net Cost
6.05	Genoveva Chavez Community Center	$0	$0	$0	$0	$1,516	($1,516)
6.07	Municipal Recreation Complex	$1,821	$0	$1,821	$0	$0	$0
Total		$1,821	$0	$1,821	$0	$1,516	($1,516)

4.6.6 Scope of Work

Yearout Energy has coordinated with the COSF and PNM to have the proposed rate changes reviewed. PNM has confirmed the proposed changes are acceptable and have applied the requested changes to all future billings.

4.6.7 Equipment Service Life

No new equipment proposed for this measure.

4.6.8 Preliminary Commissioning Plan

There are no components requiring commissioning for this FIM.

4.6.9 Warranty

No new equipment proposed for this measure.

4.6.10 Training

No training required for this measure.

4.7 FIM 7.00 GCCC Solar PV Carport Repairs

4.7.1 Existing Conditions

As described in Section 2.5.8.3, a solar carport system operates on the two electric utility accounts serving this site. This includes a 528kW DC system connected to the larger account and 96kW DC system to the smaller account. The system had a decline in production by 74% at the end of 2016 when production went from 57,109 kWh in November to 14,852 kWh the following month. The average monthly production thereafter was 14,756 kWh per month for the following year of 2017 and even lower in 2018.

A report provided by the original installer, is available in **Appendix J**. YE reviewed this report and system independently. The main causes of the reduction in PV system production are the electric panel breakers tripping and inverter failures. Recently, the system production has been limited so not to trip the breakers. This has increased the production from the prior breaker tripping, but the system is far below full production capacity, and this is not a desirable long-term solution. The solar production is recorded by REC meters; one for each of the two systems that serve the facility. The reduced solar production caused an increase in grid provided consumption. PNM, the utility company, in early 2019 PNM changed the rate for account 115447884-1174415-5 from 2A to 3B, a less advantageous rate for solar production. Design drawings are from 2013 and the system was installed shortly after. Typical inverter warranty is for ten years which means the warranty is ending soon and this is important since there have been inverter failures recently.

GCCC Solar Carport

This system provides shade for the parked cars along with a roof mounted solar PV system.



Inverter Errors

Besides invertor failures, multiple inverters are showing error messages that are limiting the system potential production.



Tripped Breakers

Multiple breakers are tripped, and these have been reset and not able to stay on during higher system production times, reducing the overall system production.



4.7.2 Proposed Modifications

The proposed modifications would repair the system to its original design production and include replacing the existing breaker panels, invertors, and install a remote monitoring system that would allow to validate production.

4.7.3 Saving Methodology

Savings for this measure were calculated by utilizing actual utility consumption data for the meter and simulating the monthly production difference between the current baseline and the systems original design output. Detailed calculations are provided in **Appendix J**.

4.7.4 FIM Guaranteed Year 1 Utility Savings

Table 125: GCCC Solar PV Carport Repairs FIM Year 1 Utility Savings

FIM No.	Facility	Electricity				Natural Gas	Water
		kW	On-Peak kWh	Off-Peak kWh	kWh	therm	kgal
7.05	Genoveva Chavez Community Center	0	351,158	125,605	476,763	0	0
Total		0	351,158	125,605	476,763	0	0

4.7.5 FIM Financial Summary

Table 126: GCCC Solar PV Carport Repairs FIM Financial Summary

FIM No.	Facility	Year 1 Annual Utility Savings	Year 1 Annual O&M Savings	Year 1 Total Annual Savings	Labor, Equip & Material Costs	Estimated Utility Rebate	Net Cost
7.05	Genoveva Chavez Community Center	$25,204	$0	$25,204	$155,730	$7,628	$148,102
Total		$25,204	$0	$25,204	$155,730	$7,628	$148,102

4.7.6 Scope of Work

The solar carport repairs will include the following:

1. Replace all 26 existing inverters with 26 Chint Power Systems 23kW AC inverters with Standard 10-Year Warranty.
2. Replace existing 600V wiring with 1000V rated wiring.
3. Install appropriately sized back feed breakers where applicable.
4. Install remote monitoring systems for both PV systems.
5. Existing solar PV modules and carport racking equipment to remain.
6. Perform system commissioning and system optimization tests to ensure the solar system will produce energy as intended as follows:

a. IV curve trace test of each string to confirm actual production matches nameplate power production.

b. Confirm invertor AC output matches string power production.

c. Monitor system production vs production estimates.

7. Provide all materials and labor for design and installation of entire scope of work.

New equipment specifications are provided in **Appendix J.**

CLARIFICATIONS

1. Installation of all materials will be executed per manufacturer's recommendations.
2. Any conditions not meeting current codes, and any system deficiencies will be brought to the attention of the Agency. Any work required to remedy these situations is excluded.
3. The renovation will not require coordination or authorization from the electrical utility.
4. For carport systems, the associated parking areas will be closed during installation. Closures will be coordinated with the Agency.

EXCLUSIONS

1. Surveying
2. Replacement of any defective or underperforming solar panels.
3. Penetrations and sealing of roofing, under buildings and roof membranes.
4. Installation of snow guards.
5. Reassembly of solar panel arrays.
6. Cathodic protection, snow melt and heat trace equipment.
7. Temporary facilities such as water, sanitary and first aid facilities.
8. Independent testing laboratory services including soils and compaction/density testing.
9. Removal of asbestos containing materials, lead containing materials or any other hazardous / suspect materials.
10. Saw cutting, removal, patching, and replacement of landscaping, gravel ground cover, concrete, and asphalt.
11. Formed concrete, including equipment pads, leveling channels, conduit curbs, and pole bases other than defined for racking structures.
12. Cutting, patching and painting and all other miscellaneous coatings.

13. Fire sealing, fireproof patching, damp proofing, and water stops at conduit entrances/penetrations.
14. Tree removal and trimming.
15. Penetrations and sealing of roofing, under buildings and roof membranes.
16. Repair or installation of any structural systems.
17. Cellular monitoring or infrastructure upgrades to support remote monitoring.

4.7.7 Equipment Service Life

The estimated service life for this FIM is as follows:

Table 127: GCCC PV System Repairs FIM Estimated Service Life

FIM Component	% of FIM Total Cost	Median Service Life
Inverters	100%	20 years
FIM Weighted Average Service Life	100%	20 years

4.7.8 Preliminary Commissioning Plan

The following preliminary commissioning plan is intended to serve as the outline from which the final commissioning plan will be developed during the pre-construction / design phase. The final commissioning plan will be primarily focused on validating the proposed equipment and strategies are implemented in accordance with the savings methodology associated with each measure.

1. Develop and issue construction phase commissioning plan.
2. Review equipment submittals to validate the specified performance criteria is in alignment with the proposed savings methodology.
3. Review sequences of operation and controls strategies to validate alignment with proposed savings methodology.
4. Review manufacturer's startup documentation.
5. Develop equipment Pre-Functional Checklists (PFCs).
6. Develop and conduct Functional Performance Testing (FPT) procedures on equipment and sequences of operation to ensure proper operation.
7. Create and maintain a commissioning issues log.
8. Establish trends as required to validate system operation.

9. Coordinate Owner participation as required during commissioning and equipment startup efforts.
10. Participate in staff training activities.

4.7.9 Warranty

An industry standard 1-year materials and workmanship warranty is provided by Yearout Energy. Any material warranties that extend beyond this period will be transferred to the Agency upon project closeout. All available warranty information can be found in **Appendix J3**.

The warranty period information for the major pieces of equipment associated with this measure is summarized in the table below.

Table 128: GCCC Solar PV Carport Repairs FIM Warranty Information

Equipment Description	Warranty Period
String Inverters	10 years

4.7.10 Training

Yearout Energy will co-develop a training plan with the Agency that is tailored to the needs and skill level of the building operators. Training sessions will be conducted during the project implementation phase. These sessions will be recorded and provided in electronic format to the Agency for future reference. Topics commonly covered during these training sessions include:

1. Equipment start-up, proper operation, shutdown, power failure, etc.
2. Sequences of operation
3. Operations and maintenance (O&M) manuals
4. Diagnosing and troubleshooting common equipment issues
5. Preventative maintenance and required documentation
6. Health and safety considerations
7. Warranty information
8. Identified system deficiencies
9. Measurement and Verification (M&V) plan and KPIs which directly impact savings

4.8 FIM 8.00 Roof Replacement

4.8.1 Existing Conditions

The main building at the Canyon Road Water Treatment Plant's (WTP) age is unknown but appears to be 15-25 years of age. The roof survey can be found in **Appendix K1**.The facility has a built-up roof system over a concrete deck. Visual inspection and core samples revealed that the existing built up roof system is different for the upper and lower roofs and composed of the following layers:

Upper Roof

1. 1 ½" polyisocyanurate (Polyiso) closed-cell, rigid foam board roof insulation
2. ½" perlite
3. 3-ply BUR
4. 90# cap sheet
5. Mopped to concrete deck with asphalt

Lower Roof

1. 2" polyiso roof insulation
2. 3-ply BUR
3. 90# cap sheet
4. Mopped to concrete deck with asphalt



Figure 77: Canyon Road Water Treatment Plant Roof Levels and Aeras

South Low Roof

The photo at right shows evidence of severe weathering on the roof material.



Low Roof Core Drill

Roof core, low roof section, showing 2" Polyiso, 3ply BUR, Cap sheet, hot asphalt.



4.8.2 Proposed Modifications

Replacement of the entire Canyon Road WTP Main Building roof surface is recommended due to age-related deterioration noted above. No HVAC equipment or systems are included in the work scope. Should the COSF decide to replace the HFAC equipment at this facility in the future, YE recommends that the engineer of record perform the load calculations to properly size the equipment based on conditions at that time.

4.8.3 Saving Methodology

No utility savings are proposed for this measure.

4.8.4 FIM Guaranteed Year 1 Utility Savings

Table 129: Canyon Road WTP Roof Replacement FIM Year 1 Utility Savings

FIM No.	Facility	Electricity				Natural Gas	Water
		kW	On-Peak kWh	Off-Peak kWh	kWh	therm	kgal
8.19	Canyon Road Water Treatment Plant	0	0	0	0	0	0
Total		0	0	0	0	0	0

4.8.5 FIM Financial Summary

Table 130: Canyon Road WTP Roof Replacement FIM Financial Summary

FIM No.	Facility	Year 1 Annual Utility Savings	Year 1 Annual O&M Savings	Year 1 Total Annual Savings	Labor, Equip & Material Costs	Estimated Utility Rebate	Net Cost
8.19	Canyon Road Water Treatment Plant	$0	$1,740	$1,740	$199,918	$0	$199,918
Total		$0	$1,740	$1,740	$199,918	$0	$199,918

4.8.6 Scope of Work

The modifications are as follows:

1. Provide architect stamped drawings for permit as required by the City of Santa Fe
2. Remove all roofing, insulation, base flashings, misc. flashings and related metal components
3. Install two layers 3.2” poly-iso and 1/4” Invinsa Board in 2-part poly-urethane adhesive – The total R-Value of the new insulation and cover board is approximately 38.62 which exceeds the City of Santa Fe requirements
4. Install new adhered 80 mil PVC membrane
5. Install adhered 60 mil PVC base flashings at walls, parapets and curbs
6. Install new PVC clad gutter liner and scuppers

7. Install new prefinished coping at divider parapet and counter flashings
8. Install miscellaneous flashings and accessories
9. Provide 20-year NDL labor and materials warranty.

Please refer **Appendix K** for a detailed baseline and proposed envelope remediation.

CLARIFICATIONS

1. Installation will be executed in accordance with industry-standard safety practices and with the care, skill, and diligences provided by a contractor skilled in roofing services.
2. Installation of all materials will be executed per manufacturer's recommendations.

EXCLUSIONS

1. Removal and abatement of asbestos-containing materials.
2. Structural and seismic upgrades associated with the replacement of the roof.
3. Temporary heating and cooling.
4. All wood nailers, curbs & blocking.
5. All other sheet metal; Air/Water Barrier; Expansion Joints; Installation of deck flute filler insulation strips.
6. All roof and wall sheathing; fire retardant plywood; hat channels and furring; structural members; caulking sealants & backer rod.
7. Any roof hatches and access ladders; skylights and curbs; concrete splash blocks; mechanical equipment, curbs, plumbing and pipe supports
8. All electrical; painting; testing services; a.

4.8.7 Equipment Service Life

The estimated service life for this FIM is as follows:

Table 131: Roofing Repair FIM Estimated Service Life

FIM Component	% of FIM Total Cost	Median Service Life
Roof	100%	20 Years
FIM Weighted Average Service Life		20 Years

4.8.8 Preliminary Commissioning Plan

The following preliminary commissioning plan is intended to serve as the outline from which the final commissioning plan will be developed during the pre-construction / design phase. The final commissioning plan will be primarily focused on validating the proposed equipment and strategies are implemented in accordance with the savings methodology associated with each measure.

1. Develop and issue construction phase commissioning plan.
2. Review equipment submittals to validate the specified performance criteria is in alignment with the proposed savings methodology.
3. Review sequences of operation and controls strategies to validate alignment with proposed savings methodology.
4. Review manufacturer's startup documentation.
5. Develop equipment Pre-Functional Checklists (PFCs).
6. Develop and conduct Functional Performance Testing (FPT) procedures on equipment and sequences of operation to ensure proper operation.
7. Create and maintain a commissioning issues log.
8. Establish trends as required to validate system operation.
9. Coordinate Agency participation as required during commissioning and equipment startup efforts.
10. Participate in staff training activities.

4.8.9 Warranty

An industry-standard 1-year materials and workmanship warranty is provided by Yearout Energy. Any material warranties that extend beyond this period will be transferred to the Agency upon project closeout. The roofing subcontractor provides a 20-year warranty per Section 4.8.6.

The warranty period information for the major pieces of equipment associated with this measure is summarized in the table below.

Table 132: CRWTP Roof Replacement FIM Warranty Information

Equipment Description	Warranty Period
Roof Labor and Materials	20 years

4.8.10 Training

Yearout Energy will co-develop a training plan with the Agency that is tailored to the needs and skill level of the building operators. Training sessions are recorded and provided in electronic format to the Agency for future reference. Topics commonly covered during these training sessions include:

1. Equipment start-up, proper operation, shutdown, power failure, etc.
2. Sequences of operation
3. Operations and maintenance (O&M) manuals
4. Diagnosing and troubleshooting common equipment issues
5. Preventative maintenance and required documentation
6. Health & safety considerations
7. Warranty information
8. Identified system deficiencies

4.9 Measures Not Recommended

4.9.1 Solar Thermal Pool Heating

Yearout Energy evaluated opportunities for solar thermal pool heating at each of the pools included in the IGA. Preliminary calculations proved this measure to not be financially viable.

4.9.2 LED Ball Park Lighting at Fort Marcy Recreational Center

This measure was evaluated but found not to be financially viable due to high initial costs and low operating hours.

4.9.3 Solar PV

Solar PV systems were evaluated at all IGA sites, but several were found not to be financially viable for a variety of reasons including: poor site conditions, existing solar PV systems, unattractive utility rates and historic district limitations.

Buckman Direct Diversion (BDD) Main was analyzed for potential solar PV system. This would be in addition to the existing solar system provided through a PPA. The current PV system is producing more On-Peak energy than the facility is using during a number of month therefore the installation of solar for this facility is not recommended until the current REC contract runs out and additional information is available in **Appendix E**.

Fire Station #2 was evaluated for a solar PV system and YE recommended and proposed a system. The COSF elected not to include this in the scope of work due to the construction of this site being put on hold.

4.9.4 Utility Meter/Account Consolidation

This is often an opportunity to reduce fixed customer charges at sites where multiple meters that could be consolidated to a single point of service. However, consolidation of meters to eliminate fixed customer charges does not always provide a better financial outcome should the consolidation push the meter/account into a different rate class.

YE performed a high-level preliminary assessment for meter consolidation and found that the existing infrastructure, meter quantities and geographic layout make it non-feasible to recommend a meter consolidation at any IGA sites.

4.10 General Clarifications and Exclusions

4.10.1 General Clarifications

1. Yearout Energy shall provide the necessary scheduling and coordination of its own forces and of subcontractors sufficient to operate the orderly and efficient completion of Yearout Energy's work without delay, interference, or interruption. Yearout Energy will make all efforts to meet schedules agreed to in advance. Yearout Energy's work shall be performed during five-day, forty-hour work weeks. If extended hours are required due to circumstances beyond the control of Yearout Energy, Yearout Energy shall be compensated for additional overhead, premium time costs, and lost productivity. Yearout Energy will substantiate circumstances beyond control in writing to the COSF prior to incurring any additional costs for overhead, premium time and lost productivity.

2. The project will be invoiced monthly, projecting the work through the end of the month. Invoices will include pay requests and schedule of values. Our proposal may involve a significant amount of off-site prefabrication. Yearout Energy anticipates invoicing for materials stored and work performed off-site at our fabrication facility.

3. Payment and performance bond are included.

4. Assumes reasonable access to the work areas.

5. Upgrades and modifications are to match existing material types in like-kind unless specifically noted otherwise in the scope of work.

6. COSF should anticipate limited planned outages and service interruptions as necessary to complete the scope of work. Yearout Energy will work diligently with COSF to determine the best plan for work.

7. Assumes that existing building electrical service and infrastructure is adequate to power new equipment.

8. We anticipate temporary power for tools and welding equipment will be available within 75' of work areas.

9. Our proposal anticipates operating under the guidelines of Yearout's Safety Program. We reserve the right to review requirements of any other safety program that will be in force on the project to determine if additional costs will apply.

10. We anticipate parking for craft and supervisory personnel will be on the job site. Any necessary permits will be issued by COSF for craft personnel. Transportation of our employees from an off-site location is not included.

11. Assumes adequate lay-down areas and storage facilities will be available in order to facilitate the execution of our work.

12. Yearout Energy has included separate trash dumpster for disposal of construction waste.

13. Permits and inspections by the AHJ are included.

4.10.2 General Exclusions

1. Removal of any hazardous materials. Should any hazardous materials be encountered, we will immediately notify COSF to determine a mutually agreeable course of action. We reserve the right to be compensated for cost related to the discovery of any hazardous material. No work will be performed in areas containing hazardous materials.
2. Provisions for seismic calculations
3. The requirement to provide additional insured status on the employer's worker's compensation insurance.
4. Repair or correction of pre-existing code violations.
5. Temporary heating and cooling.
6. Existing ductwork cleaning or sealing.

5.0 Measurement and Verification (M&V)

During the Investment Grade Audit (IGA), Yearout Energy follows industry best practices and governing agency requirements to identify and develop the most appropriate M&V plan per project and individual measure. Procedures for M&V vary based on complexity, risk, cost, the magnitude of savings and level of assurance required by project stakeholders. Our approach aligns with guidelines established by IPMVP. Yearout Energy develops the M&V plan and provided an opportunity to the project stakeholders for review and comment to ensure methodologies are clearly understood and project risks and responsibilities are properly allocated between Yearout Energy and the Agency.

Following the installation and commissioning of the project scope, Yearout Energy shall execute the post-construction Measurement and Verification plan to confirm the expected guaranteed savings are achievable based on as-built conditions. As with all construction projects, unforeseen conditions may lead to a change in the scope of work. YE will address these conditions as they arise and will ensure that the final scope of work will meet or exceed the guaranteed savings proposed. Yearout Energy shall author, distributes and reviews the findings of this report with the Agency for complete transparency.

The project is then transitioned into the performance assurance phase, where Yearout Energy shall perform the co-developed annual M&V plan outlined herein for ongoing validation of guaranteed savings.

The proposed preliminary Measurement and Verification plan have been developed to comply with the State of New Mexico “Public Facility Energy Efficiency and Water Conservation Act” [Chapter 6, Article 23, Section 8 NMSA 1978]. The determination of verified savings will follow current best practices as defined in the 2014 IPMVP Core Concepts June 2014, EVO 10000-1:2014.

5.1 M&V Reporting

Yearout Energy will prepare an annual M&V Report which will detail the following items for the reporting period:

- Date and time of site visits
- Areas assessed with a summary of findings
- Evaluation of system and overall performance
- Changes to facility operation along with identified impacts to the guarantee
- Verified utility consumption and cost savings
- Comparison of verified versus guaranteed savings
- Description of any required adjustments to the baseline or guaranteed savings

- Description of any shortfalls in guaranteed savings and plan for reimbursement

Yearout Energy will require ongoing access to all utility information throughout the duration of the performance period. This information will be tracked monthly and summarized in the annual M&V Report.

5.2 Adjustments to the Baseline

For the full duration of the performance period, COSF will be responsible for reporting the following items to Yearout Energy:

- Changes in the facility area
- Changes in space type or use
- Changes in operating hours
- Changes in occupancy
- Changes in set points, schedules, and sequences of operation
- Changes in equipment
- Changes to maintenance procedures
- Issues with installed equipment

Adjustments to the baseline or guarantee may be necessary when significant changes to any of the above-noted items occur. Additional adjustments for changes in weather will be accounted for on applicable measures. According to the IPMVP, baseline adjustments come in two forms:

- Routine Adjustments
    - Factors that expected to change routinely during the reporting period. An example is weather.
- Non-Routine Adjustments
    - Factors not usually expected to change. Examples include adjustments include facility size, space types, occupancy, and internal loads.

5.3 M&V Option per FIM

The proposed M&V option per FIM is depicted in the following table.

Table 133: M&V Option per FIM

FIM No.	FIM Name	M&V Option
1.00	LED Lighting	Option A – Retrofit Isolation
2.00	Renewable Energy	Option B – Retrofit Isolation
3.00	Water Conservation	Option A – Retrofit Isolation
4.00	Building Envelope	Option A – Retrofit Isolation
5.00	High Efficiency Transformers	Option A – Retrofit Isolation
6.00	Utility Measurement	Non-Measured
7.00	GCCC Solar Carport Repairs	Option B – Retrofit Isolation
8.00	Roof Replacement	Non-Measured

5.4 Annual M&V Fee

The Year-1 M&V Fee is $68,632 The M&V Fee will escalate at a rate of 2.500% annually for the duration of the project as depicted in the table below. The Agency will be responsible for payment of the annual M&V Fee, as these ongoing costs are considered annual fees, and cannot be financed up front.

Table 134: Annual M&V Fee

Year	M&V Fee	Year	M&V Fee
1	$68,632	10	$85,712
2	$70,348	11	$87,855
3	$72,106	12	$90,051
4	$73,909	13	$92,302
5	$75,757	14	$94,610
6	$77,651	15	$96,975
7	$79,592	16	$99,400
8	$81,582	17	$101,885
9	$83,621	18	$104,432

5.5 Preliminary M&V Plan

Table 135: Preliminary M&V Plan

FIM	Facility	IPMVP Option	Guarantee Factor	KPI No.	Key Performance Indicator	Baseline Value	Proposed Value	Baseline Audit Task	Post-Retrofit M&V Task	Annual M&V Task	Ongoing Owner Responsibilities	Stipulated Factors
1.00 LED Lighting	1. Bicentennial/Alto Park Complex 2. BDD Main 3. Fire Station #8 4. Fort Marcy Recreation Complex 5. Genoveva Chavez Community Center 6. La Familia Medical Center 7. Municipal Recreation Center 8. Police Dept – Admin 9. Public Library – Main 10. Public Library – Southside 11. Salvador Perez Swimming Pool 12. Santa Fe Convention Center 13. Santa Fe Regional Airport 14. Santa Fe Water Division Office 15. Siler Complex 16. Siringo Complex 17. Transit Administration 18. WWTP 19. Camino La Canada 20. Cristo Rey Church Pump 21. Dempsey Booster Station 22. Well Los Montoyas 23. BDD Booster Station #2A 24. BDD Lift Station 25. BDD Booster Station #1A 26. Buckman Well #10 27. Buckman Booster Station #1 28. Buckman Well #1	A	90%	1	Fixture Input Power	Refer to Appendix D1 (Room-by-Room)	Refer to Appendix D1 (Room-by-Room)	1. Detailed lighting survey 2. Reviewed as built and Mfr. documentation	1. Review and update as-built documentation based on final commissioned and verified equipment installed 2. Revise calculations based on as-built conditions. 3. Post-retrofit testing on a sample of fixtures.	1. Perform visual inspection of approximately 10% of the installed lighting equipment to validate proper operation	1. Maintain equipment per Mfr's and Yearout Energy's recommendations 2. Immediately notify Yearout Energy of any changes made to equipment or operation 3. Replacement equipment shall meet or exceed proposed equipment performance	1. Input power per Mfr data and original construction drawings and specifications.
				2	Fixture Quantities	Refer to Appendix D1 (Room-by-Room)	Refer to Appendix D1 (Room-by-Room)	1. Detailed lighting survey	1. Review as-built documentation based on final commissioned and verified equipment installed 2. Revise calculations based on as-built conditions	None	1. Immediately notify Yearout Energy of any changes to fixture quantities	None
				3	Burn Hours	Refer to Appendix D6	Refer to Appendix D6	1. Detailed lighting survey 2. Owner interviews 3. Applied industry standards / best practices 4. Occupancy/lighting logging	None	None	1. Immediately notify Yearout Energy of any changes to facility operation	1. Baseline and Proposed Burn Hours

FIM	Facility	IPMVP Option	Guarantee Factor	KPI No.	Key Performance Indicator	Baseline Value	Proposed Value	Baseline Audit Task	Post-Retrofit M&V Task	Annual M&V Task	Ongoing Owner Responsibilities	Stipulated Factors
2.00 Renewable Energy	1. Bicentennial/Alto Park Complex 2. Canyon Road Water Treatment Plant 3. Fire Station #8 4. Municipal Recreation Center 5. Police Dept – Admin 6. Public Library – Southside 7. Santa Fe Regional Airport 8. Southside Transit Center 9. 10M Gallon Tank 10. WWTP 11. Camino La Canada 12. Well Los Montoyas 13. BDD Lift Station 14. BDD Booster Station #1A 15. Buckman Well #10 16. Buckman Booster Station #1 17. Buckman Booster Station #4 18. Buckman Booster Station #3 & Well #13	B	90%	1	Production	Refer to FIM Savings Methodology in IGA Report	Refer to FIM Savings Methodology in IGA Report	1. Review baseline utility information and electric rate structure 2. Site survey to confirm array orientation, available space and means of interconnection	1. Review as-built documentation to validate installed equipment meets minimum performance criteria. 2. Functional performance test to validate proper operation per the IGA.	1. Continuously review system production via remote monitoring to ensure proper operation.	1. Refrain from introducing any obstructions that would shade the PV system and negatively impact system performance 2. Maintain equipment free of debris 3. Maintain equipment per manufacturer's and Yearout Energy's recommendations 4. Immediately notify Yearout Energy of any changes made to equipment operation 5. Any replacement equipment shall meet or exceed the proposed performance criteria. 6. Provide Yearout Energy remote access for monitoring PV system operation	1. Weather / Solar Insolation 2. Solar Access / Shading 3. Proposed equipment efficiencies per Mfr's data. 4. Utility Net Metering Program 5. Utility Avoided Cost Rates
3.00 Water Conservation	1. Bicentennial/Alto Park Complex 2. Fire Station #8 3. Fort Marcy Recreation Complex 4. Genoveva Chavez Community Center 5. La Familia Medical Center 6. Police Dept – Admin 7. Public Library – Main 8. Public Library – Southside 9. Salvador Perez Swimming Pool 10. Sandoval Parking Garage Lot B 11. Santa Fe Convention Center 12. Santa Fe Water Division Office 13. Siler Complex 14. Siringo Complex 15. Transit Administration	A	90%	1	Fixture Utilization	Refer to FIM Savings Methodology in IGA Report	Refer to FIM Savings Methodology in IGA Report	1. Occupancy information provided by owner 2. Site survey of fixture types and quantities	None	None	1. Immediately notify Yearout Energy of any major changes to buildings' occupancy or operation.	1. Occupancy / Enrollment 2. Building Operation Schedule
				2	Volume Flow Rate / Flush Volume	Refer to FIM Savings Methodology in IGA Report	Refer to FIM Savings Methodology in IGA Report	1. Pre-retrofit testing on a sample of fixtures with a calibrated water measuring device to validate proper operation	1. Post-retrofit testing on a sample of fixtures with a calibrated water measuring device to validate proper operation 2. Revise calculations based on as-built conditions	1. Visually inspect a sample of fixtures in Year 1 only to validate proper operation	1. Maintain equipment per Mfr's and Yearout Energy's recommendations 2. Immediately notify Yearout Energy of any changes made to equipment or operation 3. Replacement equipment shall meet or exceed proposed equipment performance	1. DHW Temperature 2. Percent hot water 3. Water Pressure

FIM	Facility	IPMVP Option	Guarantee Factor	KPI No.	Key Performance Indicator	Baseline Value	Proposed Value	Baseline Audit Task	Post-Retrofit M&V Task	Annual M&V Task	Ongoing Owner Responsibilities	Stipulated Factors
4.00 Building Envelope	1. Bicentennial/Alto Park Complex 2. BDD Main 3. Canyon Road Water Treatment Plant 4. Fire Station #8 5. Fort Marcy Recreation Complex 6. Genoveva Chavez Community Center 7. La Familia Medical Center 8. Municipal Recreation Center 9. Police Dept – Admin 10. Public Library – Main 11. Public Library – Southside 12. Salvador Perez Swimming Pool 13. Santa Fe Convention Center 14. Santa Fe Regional Airport 15. Santa Fe Water Division Office 16. Siler Complex 17. Siringo Complex 18. Transit Administration	A	90%	1	Leakage Area	Refer to FIM Savings Methodology in IGA Report	Refer to FIM Savings Methodology in IGA Report	1. Detailed site survey to identify existing leakage area	1. Review as-built documentation to validate materials installed and leakage area addressed meet minimum performance criteria.	1. Visually inspect a sample of areas in Year 1 and Year 3 only to validate materials installed are performing as intended.	1. Maintain materials per mfr's and Yearout Energy's recommendations 2. Immediately notify Yearout Energy of any changes made to materials. 3. Any replacement materials shall meet or exceed the proposed performance criteria.	1. Weather 2. Heating and Cooling Equipment Efficiencies 3. Operating Schedules
5.00 High Efficiency Transformers	1. Bicentennial/Alto Park Complex 2. Canyon Road Water Treatment Plant 3. Municipal Recreation Complex 4. Public Library – Southside 5. Transit Administration 6. WWTP	A	90%	1	Transformer Losses	Refer to FIM Savings Methodology in IGA Report	Refer to FIM Savings Methodology in IGA Report	1. Site survey of existing equipment 2. Applied industry standards / best practices"	1. ISO 17025 Certified Test Lab measurements of replacement transformers to validate performance.	None	1. Maintain equipment per Mfr's and Yearout Energy's recommendations 2. Immediately notify Yearout Energy of any changes made to equipment or operation 3. Replacement equipment shall meet or exceed proposed equipment performance criteria. 4. Provide Yearout Energy remote access for monitoring equipment operation.	1. Equipment Operating Hours 2. Equipment Percent Loads 3. Heating and Cooling System Efficiencies
6.00 Utility Management	1. Genoveva Chavez Community Center 2. Municipal Recreation Complex	Non-Measured	100%	----- -----	----------	----------	----------	----------	----------	----------	----------	----------

FIM	Facility	IPMVP Option	Guarantee Factor	KPI No.	Key Performance Indicator	Baseline Value	Proposed Value	Baseline Audit Task	Post-Retrofit M&V Task	Annual M&V Task	Ongoing Owner Responsibilities	Stipulated Factors
7.00 Renewable Energy – GCCC Solar PV Repairs	1. Genoveva Chavez Community Center	B	90%	1	Production	Refer to FIM Savings Methodology in IGA Report	Refer to FIM Savings Methodology in IGA Report	1. Review baseline utility information and electric rate structure 2. Site survey to confirm array orientation, available space and means of interconnection	1. Review as-built documentation to validate installed equipment meets minimum performance criteria. 2. Functional performance test to validate proper operation per the IGA.	1. Continuously review system production via remote monitoring to ensure proper operation.	1. Refrain from introducing any obstructions that would shade the PV system and negatively impact system performance 2. Maintain equipment free of debris 3. Maintain equipment per manufacturer's and Yearout Energy's recommendations 4. Immediately notify Yearout Energy of any changes made to equipment operation 5. Any replacement equipment shall meet or exceed the proposed performance criteria. 6. Provide Yearout Energy remote access for monitoring PV system operation	1. Weather / Solar Insolation 2. Solar Access / Shading 3. Proposed equipment efficiencies per Mfr's data. 4. Utility Net Metering Program 5. Utility Avoided Cost Rates
8.00 Roof Replacement	1. Canyon Road Water Treatment Plant	Non-Measured	No Savings	1	Roof Condition	Failing/Leaking	Replace and/or Repair Roof	1. Site Survey 2. Reviewed as-built documentation for existing roof 3. Staff interviews	1. Review as-built documentation to validate installed materials meet minimum performance criteria	None	1. Maintain roofing materials per Mfr's and Yearout Energy's recommendations. 2. Immediately notify Yearout Energy of any changes made to roofing materials. 3. Any replacement materials shall meet or exceed the proposed performance criteria.	None

6.0 Economic Analysis

6.1 Guaranteed Annual Utility Savings

The following table depicts the Year 1 guaranteed utility consumption savings per FIM. The savings presented in this report are guaranteed each year for the duration of the project term.

Table 136: Year 1 Guaranteed Utility Consumption Savings per FIM

FIM No.	FIM Name	Electricity				Natural Gas	Water
		kW	On-Peak kWh	Off-Peak kWh	kWh	therm	kgal
1.00	LED Lighting	3,203	1,244,780	1,075,544	2,320,324	(4,498)	0
2.00	Renewable Energy	0	3,199,669	1,135,582	4,335,251	0	0
3.00	Water Conservation	0	0	0	0	5,858	2,007
4.00	Building Envelope	0	1,091	763	1,854	27,126	0
5.00	HE Transformers	63	45,009	76,337	121,347	0	0
6.00	Utility Management	0	0	0	0	0	0
7.00	GCCC Solar Carport Repairs	0	351,158	125,605	476,763	0	0
8.00	Roof Replacement	0	0	0	0	0	0
Total		3,266	4,841,707	2,413,831	7,255,538	28,486	2,007

A FIM specific guarantee factor (GF) is applied to the estimated savings to determine the guaranteed savings for each FIM. The guarantee factors can be found in Table 135: Preliminary M&V Plan. The applied guarantee factor is dependent on the FIM type, a methodology for calculating savings, understanding of the facility, experience implementing similar measures, and the level of risk acceptable to meet the Agency's financial objectives for the project.

Where the estimated savings are positive, the guarantee factor is applied as follows:

*[Guaranteed Savings = Estimated Savings * Guarantee Factor]*

Where the Estimated Savings are a negative value, the Guarantee Factor is applied as follows:

*[Guaranteed Savings = Estimated Savings * (1 + (1 – Guarantee Factor))]*

The following table depicts the Year 1 utility cost savings per FIM.

Table 137: Year 1 Utility Cost Savings per FIM

FIM No.	FIM Name	Electricity	Natural Gas	Water	All Utilities
		$	$	$	$
1.00	LED Lighting	$218,775	($1,719)	$0	$217,056
2.00	Renewable Energy	$473,609	$0	$0	$473,609
3.00	Water Conservation	$0	$2,239	$12,165	$14,404
4.00	Building Envelope	$110	$10,367	$0	$10,477
5.00	HE Transformers	$9,567	$0	$0	$9,567
6.00	Utility Management	$1,821	$0	$0	$1,821
7.00	GCCC Solar Carport Repairs	$25,204	$0	$0	$25,204
8.00	Roof Replacement	$0	$0	$0	$0
Total		$729,086	$10,887	$12,165	$752,137

As required by State statute, Yearout Energy must provide a performance guarantee in the form of a performance bond, cash bond, letter of credit or other surety each year in the amount equal to the annual guarantee. Yearout Energy intends to secure an energy savings guarantee bond renewed annually for the full Measurement and Verification term.

6.2 Operations & Maintenance (O&M) Savings

Historic operations and maintenance (O&M) costs were not available for evaluation during the IGA. Therefore, Yearout Energy has applied a conservative O&M savings estimate, below 5% of total annual utility savings, for applicable measures as depicted in the following table. To determine the average annual O&M savings, the identified reduction to baseline O&M expenditures was multiplied by the ratio of the service life of each specific FIM over the finance term. If the service life exceeds the finance term, the ratio is fixed at 1.

*[Average Annual O&M Savings = Est. Annual O&M Savings * (FIM Service Life / Finance Term)]*

For FIM 8.00 Roof Replacement, a conservative $0.15/ft^2 of annual O&M savings was estimated.

Based on this analysis, the Year 1 O&M saving established for this project is depicted in the table below. O&M savings were carried for the anticipated average service life of each individual. FIM.

Table 138: Year 1 Operations & Maintenance (O&M) Savings

FIM No.	FIM Name	Avg Service Life	Annual Utility Savings	Average Annual O&M Savings	% of Annual Utility Savings
1.00	LED Lighting	15.0 Years	$217,056	$21,761	10.03%
2.00	Renewable Energy	37.0 Years	$473,609	$0	0.00%
3.00	Water Conservation	20.0 Years	$14,404	$1,135	7.88%
4.00	Building Envelope	20.0 Years	$10,477	$1,572	15.00%
5.00	HE Transformers	32.0 Years	$9,567	$1,435	15.00%
6.00	Utility Management	0.0 Years	$1,821	$0	0.00%
7.00	GCCC Solar Carport Repairs	20.0 Years	$25,204	$0	0.00%
8.00	Roof Replacement	20.0 Years	$0	$1,740	-----
Total	----------		$752,137	$27,643	3.68%

6.3 Capital Contribution by Agency

The following table depicts the anticipated capital contribution amounts by the Agency per FIM.

Table 139: Capital Contribution by Agency per FIM

FIM No.	FIM Name	Capital Contribution
1.00	LED Lighting	$0
2.00	Renewable Energy	$925,000
3.00	Water Conservation	$0
4.00	Building Envelope	$0
5.00	HE Transformers	$0
6.00	Utility Management	$0
7.00	GCCC Solar Carport Repairs	$0
8.00	Roof Replacement	$200,000
Total		$1,125,000

6.4 Estimated Incentives | Rebates

Utility providers often provide incentives to customers who implement select efficiency improvements to their facilities. Yearout Energy will coordinate with utility providers and submit required documentation during the implementation period. Utility rebates are estimated and subject to availability and final award by the utility provider. Rebates are not guaranteed by Yearout Energy, as these programs are at the discretion of the utility company. All awarded rebates will be paid directly to the Agency by the utility provider.

The proposed scope of work for this project is anticipated to provide the Agency the following estimated rebates per FIM.

Table 140: Estimated Utility Rebates

FIM No.	FIM Name	Estimated Utility Rebate
1.00	LED Lighting	$192,032
2.00	Renewable Energy	$0
3.00	Water Conservation	$21,450
4.00	Building Envelope	$0
5.00	HE Transformers	$7,766
6.00	Utility Management	$1,516
7.00	GCCC Solar Carport Repairs	$7,628
8.00	Roof Replacement	$0
Total		$230,392

6.5 Escalation Rates

The proposed utility escalation rates were determined using the Energy Escalation Rate Calculator (EERC), a tool developed by the National Institute for Standards and Technology (NIST), which computes an average rate of escalation for a specified time period, which can be used as an escalation rate for contract payments in Guaranteed Energy Savings Performance Contracts (GESPC). The calculator prompts the user for information on project location, fuel usage, industry sector, and the beginning and end dates of the performance period. A description of these inputs is provided below.

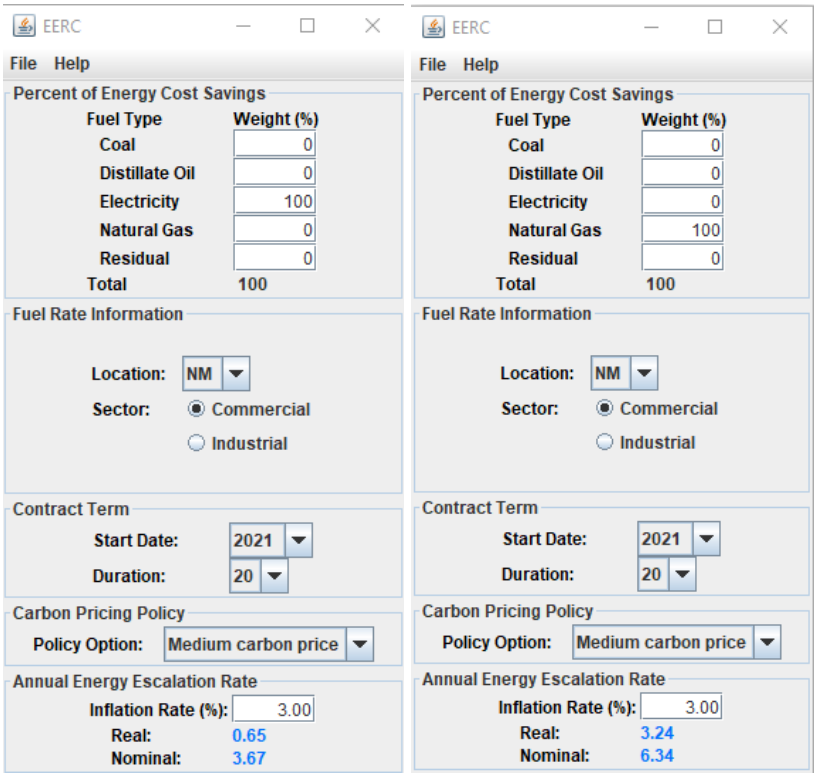


Figure 78: Energy Escalation Rate Calculator

The results of this EERC analysis generated a nominal annual escalation rate of 3.67% for electricity and 6.34% for natural gas, both of which are higher than the escalation rates applied in the project financial analysis. The annual escalation rates applied to this project are 3.60% for electricity and 4.00% for natural gas as depicted in the preliminary project financial analysis herein.

Percent of Energy Cost Savings: Percentage of energy cost savings in dollars that is attributable to one or more of the fuel types used in the project. This input is used to weight the escalation rate.

Location: Selection of the state in which the project is located allows the program to select the energy price escalation rates for the corresponding Census Region.

Sector: Selection of commercial or industrial sector determines the type of utility rate schedule applied to the energy cost calculation.

Performance Period Start Date: Date when energy savings start to accrue, which is usually after project acceptance at the beginning of the performance period.

Performance Period Duration: Number of years of the performance period for which the average escalation rate will be calculated.

Carbon Pricing Policy: Medium Carbon Price. Assumes the most recent climate change bill (American Clean Energy and Security Act of 2009: H.R. 2454) is enacted as is with no restrictions on offsets or generating capacity installation. Assumes that all states decrease electricity emissions at the national average rate for this policy option

Inflation Rate: The sustained increase in the general price level of goods and services in an economy over a period of time.

Real and Nominal Escalation Rates: The output of the program is the calculated average escalation rate, stated both in real terms (excluding the rate of inflation) and in nominal terms (including the rate of inflation).

The following annual escalation rates have been factored into the project's economic analysis.

Table 141: Annual Escalation Rates

Category	Escalation Rate
Electricity	3.600% / Year
Natural Gas	4.000% / Year
Water & Sewer	3.000% / Year
Operations & Maintenance	3.000% / Year

6.6 GESPC Project Budget Summary

The table below depicts the proposed GESPC Project open-book budget summary.

Table 142: GESPC Project Budget Summary

Investment Grade Audit (IGA)	Area	$/SF	$
Investment Grade Audit (IGA) Cost	598,000 SF	$0.175/SF	$104,650
		IGA Subtotal	$104,650
Implementation Cost		% of Implem. Cost	$
Pre-Construction Costs			
Design and Other Engineering		2.25%	$279,734
Pre-Construction Services		2.65%	$329,737
Other Pre-Construction Costs		1.54%	$191,405
		Pre-Construction Subtotal	$800,876
Construction Costs			
Trade Subcontracts		2.35%	$292,819
Design/Build Subcontracts		79.37%	$9,886,777
Direct Purchase Equipment		1.17%	$145,270
Construction Management		2.78%	$346,196
Project Engineering		0.75%	$93,582
General Conditions		1.91%	$238,266
Construction Completion		1.41%	$175,283
Other Construction Costs		3.83%	$477,690
		Construction Subtotal	$11,655,884
		Implementation Subtotal	$12,456,760
Profit | Contingency		%	$
Profit		10.00%	$1,256,141
Contingency		2.25%	$282,632
		Profit | Contingency Subtotal	$1,538,773
Total Funded Amount (Before Taxes and State Fees)			$14,100,183
Other Project Cost		%	$
State Review Fees		1.00%	$141,002
Gross Receipts Tax		8.4375%	$1,201,600
		Other Project Cost Subtotal	$1,342,602
Total Funded Amount			$15,442,785

The following table provides a description of each cost category from the Budget Summary above:

Table 143: Description of Project Cost Categories

Investment Grade Audit	Description
Investment Grade Audit Fee	The IGA fee is based on the number of facilities and gross square footage included in the project.
Pre-Construction Costs	**Description**
Design and Other Engineering	All professional architectural and engineering costs required to design and specify the project scope of work, including engineering design, architectural design, additional energy engineering not included in IGA, engineering oversight and direction, code review.
Pre-Construction Services	Activities required prior to commencing construction, including safety planning, additional bid solicitation, design review, submittal review, construction management planning, constructability reviews, coordination of utility incentives, scheduling, procurement planning and other direct costs associated with presenting the best information to the Agency.
Other Pre-Construction Costs	Site visits and Owner meetings are necessary before construction to ensure designs and equipment meet customer needs and align with project objectives. Other Pre-construction Costs may include but are not limited to administrative support, legal review, accounting services, printing, copying, binding, office supplies, business travel, business meals and supervision of project development staff.
Construction Fees	**Description**
Trade Subcontractors	Subcontractors mutually selected by Yearout Energy and the Agency as the result of a competitive RFP process. Such subcontractors may include lighting contractors, sheet metal contractors, piping contractors, electricians, plumbers, carpenters, controls contractors, and other trade contractors as necessary to complete the project scope of work.
Design-Build Subcontractors	Design-Build subcontractors are design and construction contractors that are engaged during the Investment Grade Audit to assist in the development and design of the project scope of work. Design-Build subcontractors act as their own design agent and finalize the design of the work product to be installed with oversight and direction provided by Yearout Energy. Such subcontractors include lighting contractors that perform the audit and design; mechanical contractors that coordinate all of their own electrical, sheet metal work, piping, and other support work; specialty contractors like pool cover vendors, and other specialty contractors necessary to complete the Work, are included in this category.
Direct Purchase Equipment	Direct purchases for equipment, materials, and supplies made by Yearout Energy.

Construction Management	Oversight and coordination of all work (direct and subcontractors) including construction management, site supervision, safety, quality control, scheduling, budget management, contract administration, submittals, and other construction-related items).
Project Engineering	Engineering & design support during the project implementation phase. Periodic inspections of work and supporting the construction manager with an engineering analysis of required field modifications.
General Conditions	Miscellaneous project implementation costs, including job trailer, trailer office equipment, temporary utilities, permanent utility connection fees, barriers/security fencing, scaffolding, equipment rental, site guards, cleaning and trash and recycling dumpsters, lifts, and other direct project costs.

Construction Completion	Description
Commissioning	At the completion of the construction, Yearout Energy shall perform pre-functional and post-functional tests of all installed measures to ensure proper operation. This intensive quality assurance process ensures all systems and components installed as part of the GESPC project are operating as intended to achieve the desired performance and guaranteed savings.
Construction Measurement & Verification (M&V)	At the completion of construction, Yearout Energy shall perform the measurement and verification (M&V) of installed equipment to verify post-retrofit energy efficiency and operation. These activities include: establishing trends and deploying long-term data loggers, reviewing as-built documentation and updating savings calculations, accordingly, performing post-installation M&V activities defined in performance assurance plan, generating and delivering the post-installation M&V report, and other M&V activities. This effort is necessary to ensure systems will meet the guaranteed energy savings and commence the performance assurance phase.
O&M Manuals	At the completion of construction, Yearout Energy shall provide complete Operation and Maintenance (O&M) Manuals to the Agency for reference.
Training	The process of ensuring that facility staff have been properly trained to operate and maintain the new systems and components installed as part of the GESPC project.

Other Construction Costs	Description
Permits	Construction is performed in various jurisdictions requiring compliance with jurisdictional codes. Yearout Energy must pay each jurisdiction to review design drawings and render decisions on designs meeting code. In addition, Yearout Energy must apply for and receive any necessary construction permits based on designs and/or code review. This line item includes all costs associated with paying code reviewers, application fees and inspections fees for such permits.
Insurance	Yearout Energy is required to possess various levels of Builder's Risk Insurance, Automobile Liability Insurance, Professional Liability Insurance, and other General Liability Umbrella policies. This line item shall include an average amount of insurance that would be attributed to the project scope of work.
Performance & Payment Bonds	A surety bond issued to guarantee satisfactory completion of the project delivered by Yearout Energy to the Agency. The P&P Bond cost ranges from 0.8% to 1.2% based on the total project amount and construction period duration. A premium is often applied if the construction period extends beyond 24 months.
Warranty Labor	The costs associated with supporting and coordinating equipment warranties during the first year following substantial completion.

Profit | Contingency	Description
Profit	The compensation to Yearout Energy for the assumption of the risk and delivery of the GESPC Project.
Contingency	A special monetary provision used to cover uncertainties or unforeseeable elements of cost during project implementation. Any unused contingency will be applied towards additional scope as approved by the customer.

Annual Costs	Description
Measurement & Verification (M&V)	The process for quantifying the savings delivered by the various measures included in the GESPC project following IPMVP guidelines. Actual costs for this item are highly dependent upon the final measures installed and M&V options selected.
Maintenance	This is an optional item that is at the Agency's discretion to include. The inclusion of this item is encouraged for Owners that do not have the in-house capabilities to maintain the equipment after installation.

6.7 FIM Summary

The determination of appropriate FIM's for implementation is the result of an iterative process with input from the Agency, engineering best practices, and economic analysis. Infrastructure capital improvement measures are not driven simply by utility savings or return on investment, but rather by the necessity to keep the facility operational. This project includes both capital improvement and energy conservation type measures which are blended into a bundled solution that achieves the Agency's operational and financial objectives.

Table 144: Recommended FIMs Summary

FIM No.	FIM Name	Year 1 Annual Utility Savings	Year 1 Annual O&M Savings	Year 1 Total Annual Savings	Labor, Equip & Material Costs	Estimated Utility Rebate	Net Cost
1.00	LED Lighting	$217,056	$21,761	$238,818	$2,222,158	$192,032	$2,030,126
2.00	Renewable Energy	$473,609	$0	$473,609	$7,167,913	$0	$7,167,913
3.00	Water Conservation	$14,404	$1,135	$15,539	$173,807	$21,450	$152,357
4.00	Building Envelope	$10,477	$1,572	$12,048	$206,170	$0	$206,170
5.00	HE Transformers	$9,567	$1,435	$11,002	$199,171	$7,766	$191,405
6.00	Utility Management	$1,821	$0	$1,821	$0	$1,516	($1,516)
7.00	GCCC Solar Carport Repairs	$25,204	$0	$25,204	$155,730	$7,628	$148,102
8.00	Roof Replacement	$0	$1,740	$1,740	$199,918	$0	$199,918
Total		$752,137	$27,643	$779,780	$10,324,867	$230,392	$10,094,474

Investment Grade Audit	$104,650
Pre-Construction Cost	$800,876
Construction Cost (Includes FIM Labor, Equipment and Materials Cost)	$11,655,884
Profit	$1,256,141
Contingency	$282,632
Total Funded Amount (Before Taxes and State Fees)	$14,100,183
State Review Fee	$141,002
Gross Receipts Tax	$1,201,600
Total Funded Amount	$15,442,785

*Simple Payback Years = Net (Hard) Cost / Year 1 Total Annual Savings
Net Cost = Labor, Equip & Material Costs (Hard Cost) - Estimated Utility Rebate
Year 1 Total Annual Savings = Year 1 Annual Utility Savings + Year 1 Annual O&M Savings

6.8 Preliminary Project Financial Analysis

General Inputs	
Length of Analysis	25 Years
Turn-Key Project Cost	$15,442,785
Up-Front Capital Contribution	$1,125,000
Other Grants & Incentives	$0
Utility Rebate	$230,392
Capitalized Interest (16 Month Construction Period)	$3,340
Cost of Issuance	$189,614
Net Financed Amount	$14,280,347
Type of Amortization	Savings
Finance Term	18 Years
Annual Interest Rate	2.250%
Measurement & Verification	
Year 1 M&V Fee	$68,632
M&V Duration	3 Years
Annual Maintenance	
Year 1 Maintenance Fee	$16,571
On-Going Maintenance Duration	25 Years
Inverter Equipment Replacement (Appears in Maintenance Column)	
Estimated Cost to Replace Solar PV Inverters	$416,700
Anticipated Year of Replacement	Year 15
Annual Amount Set Aside for Equip Replacement	$27,780

	Annual Savings				Annual Costs			Total Annual Savings Less Costs	Amortization Schedule				
Annual Escalation -->	Electricity 3.600%	Natural Gas 4.000%	Water & Sewer 3.000%	O&M 3.000%	M&V 2.500%	Maintenance 3.000%	Equipment Replacement		Interest	Principal	Total Payment	Ending Balance	Annual Cash Flow
Year 1	$729,086	$10,887	$12,165	$27,643	($68,632)	($16,571)	($27,780)	$666,797	($321,308)	($345,490)	($666,796)	$13,934,857	$1
Year 2	$755,333	$11,322	$12,530	$28,472	($70,348)	($17,068)	($27,780)	$692,461	($313,534)	($378,927)	($692,460)	$13,555,930	$1
Year 3	$782,525	$11,775	$12,906	$29,326	($72,106)	($17,580)	($27,780)	$719,065	($305,008)	($414,057)	($719,064)	$13,141,873	$1
Year 4	$810,696	$12,246	$13,293	$30,206	$0	($18,107)	($27,780)	$820,553	($295,692)	($524,861)	($820,552)	$12,617,012	$1
Year 5	$839,881	$12,736	$13,692	$31,112	$0	($18,650)	($27,780)	$850,990	($283,883)	($567,107)	($850,989)	$12,049,905	$1
Year 6	$870,116	$13,245	$14,102	$32,046	$0	($19,210)	($27,780)	$882,520	($271,123)	($611,397)	($882,519)	$11,438,508	$1
Year 7	$901,441	$13,775	$14,525	$33,007	$0	($19,786)	($27,780)	$915,182	($257,366)	($657,816)	($915,181)	$10,780,692	$1
Year 8	$933,892	$14,326	$14,961	$33,997	$0	($20,380)	($27,780)	$949,017	($242,566)	($706,452)	($949,016)	$10,074,240	$1
Year 9	$967,513	$14,899	$15,410	$35,017	$0	($20,991)	($27,780)	$984,068	($226,670)	($757,397)	($984,067)	$9,316,843	$1
Year 10	$1,002,343	$15,495	$15,872	$36,068	$0	($21,621)	($27,780)	$1,020,377	($209,629)	($810,748)	($1,020,376)	$8,506,095	$1
Year 11	$1,038,427	$16,115	$16,348	$37,150	$0	($22,269)	($27,780)	$1,057,991	($191,387)	($866,604)	($1,057,990)	$7,639,491	$1
Year 12	$1,075,811	$16,760	$16,839	$38,264	$0	($22,938)	($27,780)	$1,096,956	($171,889)	($925,067)	($1,096,955)	$6,714,424	$1
Year 13	$1,114,540	$17,430	$17,344	$39,412	$0	($23,626)	($27,780)	$1,137,320	($151,075)	($986,246)	($1,137,319)	$5,728,178	$1
Year 14	$1,154,663	$18,127	$17,864	$40,594	$0	($24,334)	($27,780)	$1,179,135	($128,884)	($1,050,251)	($1,179,134)	$4,677,927	$1
Year 15	$1,196,231	$18,852	$18,400	$41,812	$0	($25,065)	($27,780)	$1,222,452	($105,253)	($1,117,198)	($1,222,451)	$3,560,729	$1
Year 16	$1,239,296	$19,606	$18,952	$43,067	$0	($25,816)	($27,780)	$1,267,324	($80,116)	($1,187,208)	($1,267,323)	$2,373,520	$1
Year 17	$1,283,910	$20,391	$19,521	$44,359	$0	($26,591)	($27,780)	$1,313,809	($53,404)	($1,260,405)	($1,313,808)	$1,113,115	$1
Year 18	$1,330,131	$21,206	$20,106	$45,689	$0	($27,389)	($27,780)	$1,361,965	($25,045)	($1,113,115)	($1,138,159)	$0	$223,805
Year 19	$1,378,016	$22,055	$20,710	$47,060	$0	($28,210)	($27,780)	$1,411,850	$0	$0	$0	$0	$1,411,850
Year 20	$1,427,624	$22,937	$21,331	$48,472	$0	($29,057)	($27,780)	$1,463,527	$0	$0	$0	$0	$1,463,527
Year 21	$1,479,019	$23,854	$21,971	$49,926	$0	($29,928)	($27,780)	$1,517,062	$0	$0	$0	$0	$1,517,062
Year 22	$1,532,263	$24,808	$22,630	$51,424	$0	($30,826)	($27,780)	$1,572,519	$0	$0	$0	$0	$1,572,519
Year 23	$1,587,425	$25,801	$23,309	$52,966	$0	($31,751)	($27,780)	$1,629,970	$0	$0	$0	$0	$1,629,970
Year 24	$1,644,572	$26,833	$24,008	$54,555	$0	($32,703)	($27,780)	$1,689,485	$0	$0	$0	$0	$1,689,485
Year 25	$1,703,777	$27,906	$24,728	$56,192	$0	($33,685)	($27,780)	$1,751,139	$0	$0	$0	$0	$1,751,139
Total	$28,778,531	$453,390	$443,517	$1,007,836	($211,086)	($604,151)	($694,500)	$29,173,536	($3,633,833)	($14,280,347)	($17,914,162)	----------	$11,259,374

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7.0 Environmental Impact

More efficient use of resources at your facility can result in both direct and indirect reductions in Greenhouse Gas (GHG) emissions and water consumption due to a concept known as the Water-Energy Nexus.

With the scope and conservation measures previously detailed in this report, COSF will reduce their direct energy (electricity and natural gas) and water consumption by 7,255,538 kWh/year, 28,486 therms/year and 2,007 kgal/year, respectively. Table 145 demonstrates the annual reduction in GHG emissions directly linked to these savings.

Table 145: GHG emissions reduction and equivalents

Utility Type	Annual Savings	lbs. CO_2	Metric Tonnes CO_2
Electricity	7,255,538 kWh	6,383,945	2,895.71
Natural Gas	28,486 Therm	333,486	151.27
Water	2,007,380 gal	24,851	11.27
Total	----------	6,742,281	3,058

In order to better understand the reduction in emissions, Table 146 presents the equivalencies.

Table 146: Emissions Reduction and Equivalencies, Annual

588	Number of Vehicles Removed from Roads (Avg Size); or
3,977,946	Number of Miles Not Driven (Avg Size); or
84,279	Number of 75-Watt Light bulbs Not Energized; or
295	Number of Avg Sized Houses Removed from Power Grid; or
836	Acres of Trees Planted; or
3,150,599	Pounds of Coal Not Burned

In addition, because water is used in electricity generation, there are significant indirect water savings from the reduced energy demand.

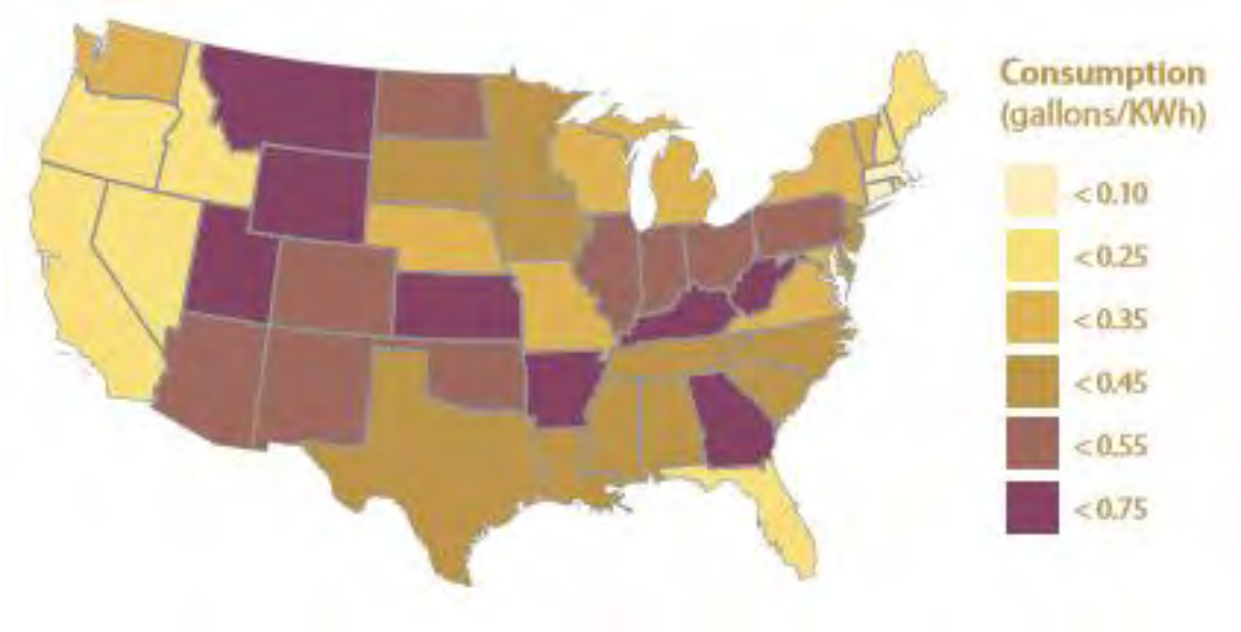


Figure 79: Freshwater use for Electricity Generation[2]

Figure 79 shows that the New Mexico electricity production is more water intensive than a majority of states in the U.S. Based on the value of 0.45 gallons/kWh, the COSF will save an additional 3,264,992 gallons of water indirectly, annually, on top of the direct water savings from the implementation of the water conservation measures.

Table 147: Water Reduction and Equivalencies, Annual

3,264,992	Indirect Gallons Saved from reduced energy consumption
2,007,380	Direct Gallons Saved from implementation of water conservation measures
5,272,372	Total Gallons saved, Annual; or
8.0	Olympic Swimming Pools; or
53.1	Average NM Households' Consumption

2 Source: Avery, K., J. Fisher, A. Huber-Lee, A. Lewis, J. Macknick, N. Madden, J. Rogers, and S. Tellinghuisen. 2011. Freshwater use by U.S. power plants: Electricity's thirst for a precious resource. A report of the energy and Water in a Warming World initiative. Cambridge, MA: Union of Concerned Scientists. November.

8.0 Customer Awareness

It is essential that the City of Santa Fe (COSF) is fully informed and engaged in the GESPC process to ensure a successful project outcome. The table below outlines the key elements from past experience and the proposed project scope that the COSF should carefully review and understand.

Table 148: Customer Awareness

The IGA Report should be distributed to all staff and other stakeholders that may be responsible for implementing and/or maintaining the key elements of the project scope of work and associated utility and operational savings.
Proposed utility baselines detailed herein.
Proposed escalation rates detailed herein.
Existing operating hours, set points, sequences of operation, and other inputs outlined throughout this report used to establish the baseline operation of each facility are accurate.
Agency understands how the proposed scope of work may impact building occupants.
Agency's responsibility to properly maintain the equipment installed per the manufacturer's and Yearout Energy's recommendations.
Agency's responsibility for ongoing maintenance and commissioning of systems to ensure savings are sustained throughout the performance period.
A full-building interruption to electrical service may be required at a select building undergoing electrical service upgrades and solar interconnection.
Agency will provide Yearout Energy with wired and wireless network connections were required to implement the proposed scope of work including at solar PV sites.
The solar PV carport system designed for the airport was based on initial drawings by Molzen-Corbin. Any changes to these drawings may impact the design of the Solar Carport.

Carefully review the proposed M&V Plan and approach for how guaranteed savings will be evaluated.

Utility rebates are estimated, and the final awarded incentive amount is not guaranteed by Yearout Energy, as these programs are at the discretion of the utility company. All incentives will be paid directly to the Agency from the utility provider.

The electric utility provider, PNM, must review and approve all solar PV interconnection applications prior to Yearout Energy executing the proposed scope of work. The duration and result of this approval process from the utility provider may have an impact on the project schedule, scope, cost, and savings. Yearout Energy will coordinate any required changed with the COSF to amend the project scope and contract where necessary following this pre-construction phase activity.

Land acquisition must be approved where solar PV systems are proposed and the COSF is not the current landowner. The duration and result of this approval process from the current landowners may have an impact on the project schedule, scope, cost, and savings. Yearout Energy will coordinate any required changed with the COSF to amend the project scope and contract where necessary following this pre-construction phase activity.

The Federal Aviation Administration (FAA) must review and approve the solar PV systems proposed at the Santa Fe Regional Airport. The duration and result of this approval process may have an impact on the project schedule, scope, cost, and savings. Yearout Energy will coordinate any required changed with the COSF to amend the project scope and contract where necessary following this pre-construction phase activity.

Pricing provided is based on conditions at time of document release and does not account for any additional tariffs or increases in material costs which may occur prior to implementation.

Agency will provide Yearout Energy with the following information for the duration of the performance period:

- Grant access to utility information directly from providers
- Grant access to utility provider web portals where available
- Copies of monthly utility bills (Provided to Yearout Energy electronically)
- Completed Maintenance Checklists (Provided to Yearout Energy electronically)

Agency agrees to immediately notify Yearout Energy of any of the following:

- Changes to the facility or individual space operating hours,
- Additions / Remodels to the facility,
- Changes to how individual spaces are utilized,
- Changes to facility equipment,
- Changes to set points, schedules, and sequence of operation,
- Issues with facility equipment; and
- All other items that may affect the energy performance of the facility.

The Agency will remedy any existing code violations that are outside the project scope discovered during the project implementation phase.

Throughout the IGA process, Yearout Energy has been unable to verify if any hazardous materials are present in the areas affected by the proposed scope of work. The Agency accepts responsibility for identifying and removing any hazardous material within the affected areas prior to the installation of the project scope.

Appendices

A Facility Worksheet

B Utility Baseline

B1 Baseline Utility Analysis

- Detailed summary of consumption and cost data that establishes the baseline for each facility

B2 Utility Rate Analysis

B3 Tariffs

B4 PNM Service Entrance Agreements

B5 Solar PPA Contract with Amendments

B6 Solar REC Agreements

C Existing Equipment and Plug Loads

C1 HVAC and DHW Inventory

C2 Pump House Inventory

C3 Plug Load Inventory

D FIM 1:00 Lighting System

D1 Baseline and Proposed Room-by-room Lighting Inventory

Provides a detailed room-by-room description of pre-retrofit and post-retrofit lighting information, including location, fixture type, fixture quantity, burn hours, and electric demand and energy

D2 Preliminary Lighting Product Data

D3 Lighting Power Density

D4 Lighting Interaction with HVAC System Calculation

D5 Lighting Data Logging

D6 Standard Burn Hours

D7 Diversity Factors and Foot-candle Levels

D8 Lighting Savings Calculation Methodology

E FIM 2.00 Renewable Energy

E1 Solar PV Production Summaries

E2 Detailed Equipment Specifications

E3 Solar PV Savings Calculations

E4 Renderings

E5 BDD Main Recommendations

E6 Existing Agreements

F FIM 3.00 Water Conservation

F1 Water Savings Calculations

F2 Water Fixture Cut-sheets

G FIM 4.00 Building Envelope

G1 Building Envelope Assessment

G2 Roofing Surveys

H FIM 5.00 High Efficiency Transformers

H1 Existing Transformer Inventory

- Detailed inventory of the existing electrical transformers, including unit description, manufacturer, model, and available performance data

H2 Transformer Energy Savings Calculation

H3 Proposed Transformer Product Data

I FIM 6.00 Utility Management

I1 Calculations

I2 Correspondence

J FIM 7.00 GCCC Solar Carport PV Repairs

J1 Solar PV Production Calculations

J2 GCCC - Recovered Solar Production Analysis

J3 Proposed Inverter Product Data

K FIM 8.00 Canyon Road WTP Roof

K1 Roofing Survey

L Utility Incentives

L1 PNM LED Lighting Incentives

- LED lighting rebate calculation
- LED lighting rebate prescriptive rebate program (Excel file attachment)

L2 Water Conservation Department (City of Santa Fe)

- Pint-flush urinal rebate calculation
- Urinal prescriptive rebate program

L3 PNM High Efficiency Transformer Incentives

M YE Statewide Price Agreement

N Bi-weekly Progress Reports, Presentations, and Meeting Minutes

N1 Bi-weekly IGA Progress Reports

- Bi-weekly reports submitted to COSF documenting recent progress, updates, two-week lookaheads, and help needed over the course of IGA development

N2 Meeting Minutes

N3 50% IGA Presentation

N4 90% IGA Presentation

O 3rd Party Review Comments

O1 3rd-party Reviewer Comments

O2 Comments Tracking Log

- Summary of all comments received and tracking log of comment closure

ITEM # 19-0641

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **YEAROUT ENERGY SERVICES COMPANY, LLC. (YEAROUT ENERGY)**, 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, this Agreement was created for use by New Mexico government entities to obtain an Investment-Grade Energy Audit of a facility from a private energy service company (YEAROUT ENERGY);

WHEREAS, authority exists in the law for City to enter into this contract, and funds have been budgeted, appropriated and otherwise made available; a sufficient unencumbered balance thereof remains available for payment; and the required approval, clearance and coordination have been accomplished from and with appropriate agencies;

WHEREAS, Contractor is a company with experience and technical and management capabilities to provide for the discovery, engineering, procurement, installation, financing, savings guarantee, maintenance and monitoring of energy and water conserving measures at facilities similar in size, function and system type to City's facilities;

WHEREAS, Contractor has been selected in accordance with Statewide Price Agreement 90-000-18-00017AH, pertaining to the discovery, engineering, procurement, installation, financing, savings guarantee, maintenance and monitoring of energy and water conserving measures at City's facilities;

WHEREAS, City has selected Contractor to provide the services described herein;

WHEREAS, City desires to enter into a contract to have Contractor perform an Investment-Grade Energy Audit and Project Proposal to determine the feasibility of entering into an Guaranteed Utility Savings Contract to provide for installation and implementation of energy and water conserving measures at City's facilities; and

WHEREAS, if energy and water conserving measures are determined to be feasible, and if the amount of savings can be reasonably sufficient to cover all costs, as defined by City, associated with an Energy Savings Performance Contracting project, the parties intend to negotiate an Guaranteed Utility Savings Contract under which the Contractor will design, procure, install, implement, maintain and monitor such energy and water conserving measures. However, this intent does not commit City to entering into such a Guaranteed Utility Savings Contract.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, City and Contractor hereto covenant and agree that the

following Exhibits are attached hereto (or will be, as provided in this Agreement) and are made a part of this Agreement by reference.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**
Contractor shall:

A. Perform an Investment-Grade Energy Audit (Audit) in accordance with this Agreement. Contractor shall work diligently to assess validity of information provided and to confirm or correct the information as needed to provide a complete and accurate Audit. City will assist Contractor in performing the Audit as described in this Agreement. City will work diligently to provide full and accurate information needed by Contractor for the Audit. The parties contemplate that development of the Audit will be an iterative process and that City will have a reasonable amount of time, not less than 30 calendar days but not exceeding 90 calendar days from City receipt of Audit report, to review and determine acceptance of Audit report before considering issuance of the Notice of Acceptance (Exhibit A).

B. Submit a Project Proposal (Proposal) to City within 30 calendar days of Audit report submittal that provides a package of energy and water conserving measures, including details as specified in this Agreement.

C. In order to successfully implement this project, Contractor shall:
   I. **Conduct assessment.**
      (a) Meet with City to establish interests, plans, problems, and any other issues related to facilities and operation of facilities.
      (b) Collect data and background information on buildings, equipment and facilities operation and energy use for the most recent three years (as available) from the effective date of this Contract as follows:
         (1) Building square footage;
         (2) Construction data of buildings and major additions including building envelope;
         (3) Utility company invoices;
         (4) Occupancy and usage information;
         (5) Description of all energy-consuming or energy-saving equipment used on the premises, as available;
         (6) Description of energy management procedures utilized on the premises;
         (7) Description of any energy-related improvements made or currently being implemented;
         (8) Description of any changes in the structure of the facility or energy-using or water-using equipment;
         (9) Description of future plans regarding building modifications or equipment modifications and replacements;
         (10) Drawings, as available (may include mechanical, plumbing,

electrical, building automation and temperature controls, structural, architectural, modifications and remodels);

(11) Original construction submittals and factory data (specifications, pump curves, and any similar documentation), as available;

(12) Operating engineer logs, maintenance work orders, and any similar documentation, as available;

(13) Records of maintenance expenditures on energy-using equipment, including service contracts;

(14) Prior energy audits or studies, if any.

(c) Perform a preliminary walk-through of facilities and interview staff and occupants to identify potential measures.

(d) Meet with City to present prelminary findings and establish agreement on measures to analyze.

II. **Identify potential measures.**

(a) Interview the facility manager, maintenance staff, subcontractors and occupants of each building regarding:

(1) Facility operation, including energy management procedures;

(2) Equipment maintenance problems;

(3) Comfort problems and requirements;

(4) Equipment reliability;

(5) Projected equipment needs;

(6) Occupancy and use schedules for the facility and specific equipment;

(7) Past, planned, and desired facility improvements.

(b) Survey major energy-using equipment, including indoor and outdoor lighting, heating and heat distribution systems, cooling systems and related equipment, automatic temperature control systems and equipment, air distribution systems and equipment, outdoor ventilation systems and equipment, exhaust systems and equipment, hot water systems, electric motors, transmission and drive systems, special systems (including kitchen/dining equipment), renewable energy systems, other energy using systems, and water consuming systems (restroom fixtures, water fountains, irrigation systems, and other water systems).

(1) Verify settings of control systems that include computer controls systems and building thermostats

(2) Measure lighting levels at various locations in a building to determine if recommended lighting levels exist

(3) Inspect filters for heating and cooling systems to determine the status of maintenance activities

(4) Consider maintenance staff and occupant concerns related to heating, cooling, and lighting

(c) Perform "late-night" surveys outside of normal business hours or on weekends to confirm building system and occupancy schedules, if deemed necessary.

(d) Develop a preliminary list of potential energy and water conserving measures. Consider the following for each system:

(1) Comfort and maintenance problems;
(2) Energy use, loads, proper sizing, efficiencies and hours of operation;
(3) Current operating condition;
(4) Remaining useful life;
(5) Feasibility of system replacement;
(6) Hazardous materials and other environmental concerns;
(7) City's future plans for equipment replacement or building renovations;
(8) Facility operation and maintenance procedures that could be affected;
(9) Capability to monitor energy performance and verify savings.

III. **Analyze measures.**

(a) Establish base year consumption by examining utility bills for the past three years for electricity, gas, steam, water, and any other energy or fuel types. Present base year consumption in terms of energy units as used in utility bills, in terms of dollars, and in terms of dollars per square foot. Describe the process used to determine the base year (such as averaging, selecting most representative contiguous 12 months, or other methods). Consult with facility personnel to account for any anomalous schedule or operating conditions on billings that could skew the base year representation. Contractor shall account for periods of time when equipment was broken or malfunctioning in calculating the base year.

(b) Estimate loading, usage and/or hours of operation for all major end uses of total facility consumption including, but not limited to: lighting, heating, cooling, motors (fans and pumps), plug loads, and other major energy and water using equipment. Where loading or usage are highly uncertain (including variable loads such as cooling), Contractor will use its best judgment, spot measurements or short-term monitoring. Contractor should not assume that equipment run hours equal the operating hours of the building(s) or facility staff estimates.

(c) Reconcile annual end-use estimated consumption with the annual base year consumption. This reconciliation will place reasonable "real-world" limits on potential savings.

(d) Propose adjustments to the baseline for energy and water conserving measures that will be implemented in the future. Adjustments made to the energy baseline shall only be made for any of the following changes in conditions affecting the facility:

(1) utility rates;
(2) number of days in the utility billing cycle;
(3) floor area of the facility;
(4) operational schedule of the facility;
(5) facility temperature;
(6) weather, if change is significant;
(7) amount of equipment or lighting used in the facility, if change is significant;
(8) space type(s) in the facility, if change is significant; and

(9) material change(s) in or to the facility.

(e) Develop a preliminary analysis of potential energy and water conserving measures. This resulting list of measures shall be compiled and submitted to City within 90 calendar days of the execution of this Contract. Furthermore:

(1) List all potential measures, whether cost-effective or not. Consider technologies in a comprehensive approach including, but not limited to: lighting systems, heating/ventilating/air conditioning equipment and distribution systems, controls systems, building envelope, motors, kitchen equipment, pools, renewable energy systems, other special equipment, irrigation systems, and water conserving devices.

(2) Identify measures which appear likely to be cost effective and therefore warrant detailed analysis.

(3) For each measure, prepare a preliminary estimate of energy or water cost savings, including description of analysis methodology, supporting calculations and assumptions used to estimate savings.

(f) Meet with City to present preliminary findings prior to thorough analysis. Describe how the projected project economics meet the City's terms for completing the Investment-Grade Energy Audit and Proposal Contract. Discuss assessment of energy use, savings potential, project opportunities, and potential for developing an energy performance contract. Develop a list of recommended measures for further analysis. The City shall have the option to reject calculations of savings, potential savings allowed, or project recommendations.

(g) Perform final analysis of savings and costs for each energy and water conserving measure, including the following:

(1) Follow the methodology of American Society of Heating, Refrigerating, and Air-Conditioning Engineers or other nationally-recognized authority following the engineering principle(s) identified for each retrofit option.

(2) Utilize assumptions, projections and baselines which best represent the true value of future energy or operational savings. Include accurate marginal costs for each unit of savings at the time the audit is performed, documentation of material and labor cost savings, adjustments to the baseline to reflect current conditions at the facility, calculations which account for the interactive effects of the recommended measures.

(3) Use best judgment regarding the employment of instrumentation and recording durations so as to achieve an accurate and faithful characterization of energy use.

(4) Use markups and fees stated above in all cost estimates.

(5) Develop a preliminary measurement and verification plan for each measure.

(6) Follow additional guidelines for analysis and report preparation given below.

(7) Include cost to provide services and complete application for Energy

Star Label, LEED-EB certification for Existing Buildings, or other certification. Also include cost for EPA's Tools for Schools or other such program related to improved air quality.

IV. **Provide Investment-Grade Energy Audit Report**

The report provides an engineering and economic basis for negotiating a potential Guaranteed Utility Savings Contract between the City and the Contractor.

(a) Contractor shall prepare and submit to City a draft Investment-Grade Energy Audit Report within 180 calendar days of the date of execution of this Contract. The report shall provide the following information:

(1) Overview, which shall include:

i) Contact information;

ii) Summary table of recommended energy and water conserving measures, with itemization for each measure of total design and construction cost, annual maintenance costs, the first-year cost avoidance (in dollars and energy units), simple payback and equipment service life;

iii) Summary of annual energy and water use by fuel type and costs of existing or base year condition;

iv) Calculation of cost savings expected if all recommended measures are implemented and total percentage savings of total facility energy cost;

v) Description of the existing facility, mechanical and electrical systems;

vi) Summary description of measures, including estimated costs and savings for each as detailed above;

vii) Discussion of measures considered but not investigated in detail;

viii) Conclusions and recommendations.

(2) Base year energy use, which shall include:

i) Description and itemization of current billing rates, including schedules and riders;

ii) Summary of all utility bills for all fuel types and water;

iii) Identification and definition of base year consumption and description of how established;

iv) Reconciliation of estimated end use consumption (i.e. lighting, cooling, heating, fans, plug loads, etc) with base year (include discussion of any unusual findings).

(3) Full written description of each energy and water conserving measure, which shall include:

i) Existing conditions;

ii) Description of equipment to be installed and how it will function;

iii) Discussion of facility operations and maintenance procedures that will be affected by installation/implementation;

iv) Plan for installing or implementing the recommended measure.

(4) Allowable cost and savings factors approved for consideration. City will provide Contractor with sufficient guidance to develop savings estimates, which shall include:

i) Payment sources that can be incorporated:
   a) Energy and water cost savings;
   b) Material/commodity savings, including scheduled replacement of parts (only for years that these cost savings are applicable);
   c) Outside labor cost savings, including maintenance contracts;
   d) In-house labor costs;
   e) Deferred maintenance cost;
   f) Offset of future capital cost;
   g) Outside incentive funds (utility incentives, grants, etc.);
   h) Any savings related to maintenance and operation of the facilities will be limited to those that can be thoroughly documented;

ii) Payment sources that may also be considered and negotiated;

iii) Additional factors related to establishing savings that cover all costs:
   a) Escalation rates that apply to each payment source. These are rates to be used in cash flow projections for project development purposes; *NOTE: Use federal government guidelines on utility escalation rates to ensure reasonableness.*
   b) Interest rates (municipal tax-exempt rates for public agencies);
   c) City cash outlay (City's sole discretion);

iv) The markup costs are presented in Exhibit B: Cost and Pricing. These rates will be used in the Investment-Grade Energy Audit and subsequent Guaranteed Utility Savings Contract.

(b) Savings calculations

(1) Base year energy use and cost.
(2) Post-retrofit energy use and cost.
(3) Savings estimates including analysis methodology, supporting calculations and assumptions used.
(4) Annual savings estimates. The cost savings for all energy conserving measures must be estimated for <u>each year</u> during the contract period. Savings must be able to be achieved <u>each year</u> (cannot report average annual savings over the term of the contract).
(5) Savings estimates must be limited to savings allowed by the City as described above.
(6) Percent cost-avoidance projected.
(7) Description and calculations for any proposed rate changes.
(8) Explanation of how savings interactions between retrofit options are accounted for in calculations.

(9) Operation and maintenance savings, including detailed calculations and description. Ensure that maintenance savings are only applied in the applicable years and only during the lifetime of the particular equipment.

(10) If computer simulation is used, include a short description and state key input data. If requested by City, access will be provided to the program and all assumptions and inputs used, and/or printouts shall be provided of all input files and important output files and included in the Investment-Grade Energy Audit with documentation that explains how the final savings figures are derived from the simulation program output printouts.

(11) If manual calculations are employed, formulas, assumptions and key data shall be stated.

(12) Conclusions, observations, and caveats.

(c) Cost estimate -- detailed scope of the construction work needed, suitable for cost estimating. Include all anticipated costs associated with installation and implementation. Provide specifications for major mechanical components as well as detailed lighting and water fixture counts.

(1) Engineering/design costs.

(2) Contractor/vendor estimates for labor, materials, and equipment; include special provisions, overtime, etc., as needed to accomplish the work with minimum disruption to the operations of the facilities.

(3) Permit costs.

(4) Construction management fees.

(5) Environmental costs or benefits (disposal, avoided emissions, handling of hazardous materials, etc.).

(6) Note that all markups and fees stated in this Contract shall be used in the cost estimates, unless otherwise documented and justified due to change in scope or size of project or other unforeseen circumstances.

(7) Conclusions, observations, and caveats.

(8) Other cost categories as defined above under "markups" in Section 3b above.

(d) Other

(1) Estimate of average useful service life of equipment.

(2) Preliminary commissioning plan.

(3) Preliminary measurement and verification plan, following the International Performance Measurement and Verification Protocol (IPMVP), explaining how savings from each measure is to be measured and verified (stipulated by Contract, utility bill analysis, end-use measurement and calculation, etc.).

(4) Discussion of impacts that facility would incur after contract ends. Consider operation and maintenance impacts, staffing impacts, budget impacts, etc., and identify who is responsible for maintenance.

(5) Compatibility with existing systems. NOTE: Include the name of the existing controls system, if new controls systems will have to be

compatible with an existing brand of controls. Also note if a sole-source vendor is established for controls systems.

(6) Complete appendices that document the data used to prepare the analyses. Describe how data were collected.

(e) Contractor shall meet with City to: review the recommendations, savings calculations and impact of the measures on the operations of the facility; describe how the projected project economics meet the City's terms for completing the Investment-Grade Energy Audit and Project Proposal; and discuss the willingness and capability of City to make capital contributions to the project to improve the economics of the overall project.

(f) Contractor shall revise Audit Report as directed by City and shall submit **final Investment Grade Audit Report** within 30 days of the above meeting.

V. **Provide Project Proposal (term sheet).**

(a) In anticipation of Contractor and City entering into an Guaranteed Utility Savings Contract to design, install, and monitor the energy and water conserving measures proposed in the Investment-Grade Energy Audit Report, Contractor shall prepare a proposal for terms to be incorporated in the Guaranteed Utility Savings Contract, which shall include:

(1) Project Cost is the <u>total</u> amount City will pay for the project and Contractor's services. Costs must be consistent with maximum markups and fees established above. Costs may include but are not limited to: engineering, designing, packaging, procuring, installing (from Investment-Grade Energy Audit Report results); performance/payment bond costs; construction management fees; commissioning costs; maintenance fees; monitoring fees; training fees; legal services; overhead and profit; other markups.

(2) Include a List of Services that will be provided as related to each cost.

(3) Expected term of the Energy Performance Contract.

(4) Description of how the project will be financed including available interest rates and financing terms, based on interest rates likely available to City at this time, and based on a 60-day and 90-day lock option.

(5) Explanation of how the savings will be calculated and adjusted due to weather (such as heating and cooling degree days), occupancy or other factors. Monitoring and verification methods must be consistent with the International Performance Monitoring and Verification Protocol 2000.

(6) Analysis of annual cash flow for City during the contract term.

(7) Contractor agrees to meet with City to present results and negotiate final terms.

(b) Services will be performed on the facilities outlined in Exhibit B.

2. **Compensation.**

A. Except as provided for in subparagraphs 2D and 2E below, the City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in the sum of one-hundred-four-thousand six-hundred-fifty dollars ($104,650) in 2019/2020. The New Mexico gross receipts tax levied on the amounts payable under this Agreement in 2019/2020 totaling eight-thousand eight-hundred-thirty dollars ($8,830) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed one-hundred-thirteen-thousand four-hundred-eighty dollars ($113,480) in 2019/2020.**

B. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed **one-hundred-thirteen-thousand four-hundred-eighty dollars ($113,480)**. This amount is a maximum and not a guarantee that the work assigned to the Contractor under this Agreement to be performed shall equal the amount stated herein. This amount is based on a maximum of 598,000 gross square feet at seventeen-and-one-half-cents US dollars ($0.175) per square foot of audited facility floor area, as per Exhibit B, Cost and Pricing. City shall only pay for facility floor area actually audited. Areas not audited Contractor will not be charged to City.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

D. City shall have no payment obligations under this contract, provided that Contractor and City execute a Guaranteed Utility Savings Contract within 120 days [allows sufficient time for contract negotiation, attorney review, and City processing days], after issuance of the Notice of Acceptance (Exhibit A) of the final Investment-Grade Energy Audit and Project Proposal, but the fee indicated above shall be incorporated into Contractor's project costs in the Guaranteed Utility Savings Contract and paid through the Guaranteed Utility Savings Contract funding mechanisms.

E. City shall have no payment obligations under this Contract in the event that Contractor's final Investment-Grade Energy Audit and Project Proposal does not contain a package of energy and water conservation measures which, if implemented and as meeting terms of Scope of Work, will provide the City with utility cost savings sufficient to fund City's payments of all costs and fees associated with the Guaranteed Utility Savings Contract, including: 1) the fee associated with the Investment-Grade Energy Audit; 2) all monthly payments on a lease purchase agreement to finance the measures; and 3) any annual fees for monitoring and maintenance incurred by the Contractor. Should the

Contractor determine at any time during the Investment-Grade Energy Audit that savings cannot be attained to meet these terms, the Investment-Grade Energy Audit will be terminated by written notice by Contractor to City. In this event, this Agreement shall be terminated and City shall have no obligation to pay, in whole or in part, the amounts specified in subparagraphs 2A or 2B.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **July 1, 2020** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as

to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

13. Amendment.

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

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

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

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

19. Professional Liability Insurance.

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

20. Other Insurance

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

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
b. Property damage or combined single limit coverage: $1,000,000.

c. Automobile liability (including non-owned automobile coverage): $1,000,000.
d. Umbrella: $1,000,000.

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

21. Records and Financial Audit.

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

22. Indemnification.

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

23. New Mexico Tort Claims Act

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

24. Invalid Term or Condition.

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

25. Enforcement of Agreement.

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

express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

26. Notices.

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

To the City:
Erik Litzenberg – City Manager
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87504
ejlitzenberg@ci.santa-fe.nm.us

To the Contractor:
Colby Geer – President
Yearout Energy Services Co., LLC
8501 Washington NE
Albuquerque, NM 87113
Colby.Geer@yearoutenergy.com

27. Authority.

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

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 8/2/19

CONTRACTOR:
Yearout Energy Services Co., LLC

Colby Geer, President

DATE: 7/18/19
CRS# 03260362-00-2
Registration # 19.00158314

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 7-31-19

APPROVED AS TO FORM:

6/18/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

for M. McCoy 08.02.19
MARY MCCOY, FINANCE DIRECTOR KM

32010.572960
Business Unit Line Item

Exhibit A
Notice of Acceptance

Issuance of a Notice of Acceptance is contingent upon the City's review and acceptance of the Audit Report, in accordance with Scope of Work, Item 1A.

Exhibit B
Cost and Pricing

Facility	Street Address	City	State	Zip	Gross Area (ft^2)
Public Library - Southside	6599 Jaguar Dr	Santa Fe	NM	87507	26,000
Santa Fe Regional Airport	3003 Aviation Dr	Santa Fe	NM	87507	14,000
Municipal Recreation Complex	205 Caja Del Rio	Santa Fe	NM	87507	12,000
Fire Station #8	6796 Jaguar Dr	Santa Fe	NM	87507	10,000
La Familia Medical Center	1035 Alto St	Santa Fe	NM	87501	25,000
Siringo Complex (Police Records, IT, Facilities)	2651 Siringo Rd	Santa Fe	NM	87505	34,000
Police Dept - Admin	2515 Camino Entrada	Santa Fe	NM	87507	26,000
Public Library - Main	145 Washington Ave	Santa Fe	NM	87501	40,000
Public Library - LaFarge	1730 Llano St	Santa Fe	NM	87505	23,000
Siler Complex (Parks & Rec, Environmental Services, Fleet Maintenance)	1142 Siler Rd	Santa Fe	NM	87507	40,000
Santa Fe Convention Center	201 W Marcy St	Santa Fe	NM	87501	72,000
Genoveva Chavez Community Center	3221 Rodeo Rd	Santa Fe	NM	87507	138,000
Kitchen Angels	1222 Siler Rd #A	Santa Fe	NM	87507	15,000
Sandoval Parking Garage Lot B	200 Sandoval	Santa Fe	NM	87501	--------
Fort Marcy Recreation Complex	490 Bishops Lodge Rd	Santa Fe	NM	87501	26,000
Salvador Perez Swimming Pool	601 Alta Vista St	Santa Fe	NM	87505	18,000
Canyon Road Water Treatment Plant	1780 Upper Canyon Rd	Santa Fe	NM	87505	11,000
Santa Fe Water Dept Office	801 W San Mateo Rd	Santa Fe	NM	87505	23,000
Transit Administration	2931 Rufina St	Santa Fe	NM	87507	26,000
Bicentennial / Alto Park Complex (Sr Center, Pool, Head Start, Park)	1121 Alto St	Santa Fe	NM	87501	19,000
Southside Transit Center (Remodel, Solar Only)	TBD	Santa Fe	NM	TBD	----------
Fire Station #2 (New Facility, Solar Only)	TBD	Santa Fe	NM	TBD	--------
Totals	---	---	---	---	598,000
IGA Fee ($0.175/$ft^2$)					$104,650
NMGRT (8.4375%)					$8,830
Total IGA Fee + NMGRT					$113,480

Yearout Energy shall include the following pump locations as part of the IGA at no additional cost.

Pump Description	Street Address	City	State
52300 Wtr 10MG 1048 Las Montoyas	0 Ten Million Gallon Tank	Santa Fe	NM
52300 Wtr Agua Fria Well La Canada	1819 Camino La Canada	Santa Fe	NM
52300 Wtr Cristo Rey Church	1209 UpperCanyon Rd	Santa Fe	NM
52300 Wtr Dempsey Booster Station	0 Cerro Gordo Rd	Santa Fe	NM
52300 Wtr NW QDRT Booster 1 10MGal	1048 Camino de los Montoyas	Santa Fe	NM
52300 Wtr NW Well Los Montoyas	0 PL TR042 B28 A03 NE Well	Santa Fe	NM
52300 Wtr St Michaels & Railroad	0 St Michaels & SF Railroad	Santa Fe	NM
52300 Wtr Summit Booster 1212	1212 Calle De Agua Tank	Santa Fe	NM
BDD/Water Division	02 Booster Station 2A Rd	Santa Fe	NM
BDD/Water Division	0 Buckman Rd (Lift Station)	Santa Fe	NM
BDD/Water Division	01 Booster Station 1A	Santa Fe	NM
BDD/Water Division	341 Caja Del Rio (Treatment Plant) #a	Santa Fe	NM
52300 STR Cukmn Bster D & Well 10	0 Buckman Well #10	Santa Fe	NM
52300 Wtr Buckman Booster Sta 1	Booster #1	Santa Fe	NM
52300 Wtr Buckman Booster Sta 4	Buckman Booster #4	Santa Fe	NM
52300 Wtr Buckman Well 1	0 Buckman	Santa Fe	NM
52300 Wtr Bukmn Bster 3 & Well 13	0 Buckman Well 13	Santa Fe	NM

ITEM # 20-0118

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 19-0641

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated July 31, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and **YEAROUT ENERGY SERVICES COMPANY, LLC.**, (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to perform an Investment-Grade Energy Audit (IGA) of various City facilities as listed in Exhibit "B".

B. Pursuant to Article 13 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Agreement is amended to add deliverables related to Solar Interconnection, Land Acquisition and FAA Coordination, so that Article 1 reads as follows, and as described in Exhibit "C":

VI. To mitigate risk for all stakeholders and streamline project implementation when the Contractor and City enter into the Guaranteed Utility Savings Contract, the Contractor will commence the following tasks:

Deliverable item:	Price
Item 1: Solar Engineering, Design and Interconnection	$83,099.31
Item 2: Land Acquisition and FAA Coordination	$76,567.00
Item 3: Allowance for PNM Supplemental Review (if required)	$10,000.00
Total amount	$169,666.31+NMGRT

2. COMPENSATION.

Article 2, paragraphs A and B of the Agreement are amended to increase the amount of compensation by a total of **$183,981.91 including NMGRT** so that Article 2, paragraphs A and B read in its entirety as follows:

A. Except as provided for in subparagraphs 2D and 2E below, the City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of 274,316.31. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling $23,145.44 shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $297,461.75.**

B. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed **two-hundred ninety-seven thousand four hundred sixty-one dollars and seventy-five cents ($297,461.75)**. This amount is a maximum and not a guarantee that the work assigned to the Contractor under this Agreement to be performed shall equal the amount stated herein. This amount is based on a maximum of 598,000 gross square feet at seventeen-and-one-half-cents US dollars ($0.175) per square foot of audited facility floor area, as per Exhibit B, Cost and Pricing. City shall only pay for facility floor area actually audited. Areas not audited Contractor will not be charged to City.

Article 2, paragraphs D and E of the Agreement are amended to read in its entirety as follows:

D. The City shall have no payment obligations except those identified by Change Order 1 provided that Contractor and City execute a Guaranteed Utility Savings Contract within 120 days [allows sufficient time for contract negotiation, attorney review, and City processing days], after issuance of the Notice of Acceptance (Exhibit A) of the final Investment-Grade Energy Audit and Project Proposal, and the original fee of $113,480 ($104,650.00 plus NMGRT $8,830.00) shall be incorporated into Contractor's project costs in the Guaranteed Utility Savings Contract and paid through the Guaranteed Utility Savings Contract funding mechanisms.

E. City's payment obligations under this contract are limited to the items in Change Order 1 in the event that Contractor's final Investment-Grade Energy Audit and Project Proposal does not contain a package of energy and water conservation measures which, if implemented and as meeting terms of Scope of Work, will provide the City with utility

cost savings sufficient to fund City's payments of all costs and fees associated with the Guaranteed Utility Savings Contract, including: 1) the fee associated with the Investment-Grade Energy Audit; 2) all monthly payments on a lease purchase agreement to finance the measures; and 3) any annual fees for monitoring and maintenance incurred by the Contractor. Should the Contractor determine at any time during the Investment-Grade Energy Audit that savings cannot be attained to meet these terms, the Investment-Grade Energy Audit will be terminated by written notice by Contractor to City. In this event, this Agreement shall be terminated and City shall have no obligation to pay the original fee of $113,480 ($104,650.00 plus NMGRT $8,830.00).

3. TERM:

Article 3 of the Agreement is hereby deleted in its entirety and substitute the following Article 3 in its place:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **December 31, 2020,** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 3/2/2020

CONTRACTOR:

COLBY GEER, PRESIDENT
Yearout Energy Services Company, LLC

DATE: 1/30/2020
CRS# 03260362-00-2
Registration # 19.00158314

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CCmtg 2/24/20

CITY ATTORNEY'S OFFICE:

1/30/20
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

3/2/20
MARY MCCOY, FINANCE DIRECTOR

Munis Contract: 3200884, Project Code: FA183200S, Org: 3209980, Object: ~~572960~~ 572960 ~~430210~~

Exhibit B
Cost and Pricing

Facility	Street Address	City	State	Zip	Gross Area (ft^2)
Public Library - Southside	6599 Jaguar Dr	Santa Fe	NM	87507	26,000
Santa Fe Regional Airport	3003 Aviation Dr	Santa Fe	NM	87507	14,000
Municipal Recreation Complex	205 Caja Del Rio	Santa Fe	NM	87507	12,000
Fire Station #8	6796 Jaguar Dr	Santa Fe	NM	87507	10,000
La Familia Medical Center	1035 Alto St	Santa Fe	NM	87501	25,000
Siringo Complex (Police Records, IT, Facilities)	2651 Siringo Rd	Santa Fe	NM	87505	34,000
Police Dept - Admin	2515 Camino Entrada	Santa Fe	NM	87507	26,000
Public Library - Main	145 Washington Ave	Santa Fe	NM	87501	40,000
Public Library - LaFarge	1730 Llano St	Santa Fe	NM	87505	23,000
Siler Complex (Parks & Rec, Environmental Services, Fleet Maintenance)	1142 Siler Rd	Santa Fe	NM	87507	40,000
Santa Fe Convention Center	201 W Marcy St	Santa Fe	NM	87501	72,000
Genoveva Chavez Community Center	3221 Rodeo Rd	Santa Fe	NM	87507	138,000
Kitchen Angels	1222 Siler Rd #A	Santa Fe	NM	87507	15,000
Sandoval Parking Garage Lot B	200 Sandoval	Santa Fe	NM	87501	--------
Fort Marcy Recreation Complex	490 Bishops Lodge Rd	Santa Fe	NM	87501	26,000
Salvador Perez Swimming Pool	601 Alta Vista St	Santa Fe	NM	87505	18,000
Canyon Road Water Treatment Plant	1780 Upper Canyon Rd	Santa Fe	NM	87505	11,000
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Transit Administration	2931 Rufina St	Santa Fe	NM	87507	26,000
Bicentennial / Alto Park Complex (Sr Center, Pool, Head Start, Park)	1121 Alto St	Santa Fe	NM	87501	19,000
Southside Transit Center (Remodel, Solar Only)	TBD	Santa Fe	NM	TBD	----------
Fire Station #2 (New Facility, Solar Only)	TBD	Santa Fe	NM	TBD	--------
Totals					

Yearout Energy shall include the following pump locations as part of the IGA at no additional cost.

Pump Description	Street Address	City	State
52300 Wtr 10MG 1048 Las Montoyas	0 Ten Million Gallon Tank	Santa Fe	NM
52300 Wtr Agua Fria Well La Canada	1819 Camino La Canada	Santa Fe	NM
52300 Wtr Cristo Rey Church	1209 UpperCanyon Rd	Santa Fe	NM
52300 Wtr Dempsey Booster Station	0 Cerro Gordo Rd	Santa Fe	NM
52300 Wtr NW QDRT Booster 1 10MGal	1048 Camino de los Montoyas	Santa Fe	NM
52300 Wtr NW Well Los Montoyas	0 PL TR042 B28 A03 NE Well	Santa Fe	NM
52300 Wtr St Michaels & Railroad	0 St Michaels & SF Railroad	Santa Fe	NM
52300 Wtr Summit Booster 1212	1212 Calle De Agua Tank	Santa Fe	NM
BDD/Water Division	02 Booster Station 2A Rd	Santa Fe	NM
BDD/Water Division	0 Buckman Rd (Lift Station)	Santa Fe	NM
BDD/Water Division	01 Booster Station 1A	Santa Fe	NM
BDD/Water Division	341 Caja Del Rio (Treatment Plant) #a	Santa Fe	NM
52300 STR Cukmn Bster D & Well 10	0 Buckman Well #10	Santa Fe	NM
52300 Wtr Buckman Booster Sta 1	Booster #1	Santa Fe	NM
52300 Wtr Buckman Booster Sta 4	Buckman Booster #4	Santa Fe	NM
52300 Wtr Buckman Well 1	0 Buckman	Santa Fe	NM
52300 Wtr Bukmn Bster 3 & Well 13	0 Buckman Well 13	Santa Fe	NM

YEAROUT
ENERGY

EXHIBIT C

CHANGE ORDER TO IGA CONTRACT

Project:	City of Santa Fe, NM
Contract Number:	19-0641
Change Order Number:	1
Date:	01/27/2020
Description:	Solar Interconnection, Land Acquisition and FAA Coordination

Original Investment Grade Audit (IGA) Contract Amount	$113,480.00
Change Order Scope Items	
Change Order Item 1: Solar Engineering, Design and Interconnection	$83,099.31
Change Order Item 2: Land Acquisition and FAA Coordination	$76,567.00
Change Order Item 3: Allowance for PNM Supplemental Review (if Required)	$10,000.00
Change Order Total Amount	$169,666.31 + NMGRT
Adjusted IGA Contract Amount	**$283,146.31 + NMGRT**

In an effort to mitigate risk for all project stakeholders and streamline project implementation, it is proposed that the City of Santa Fe initiate the Change Order Scope Items noted above prior to fully executing the Guaranteed Utility Savings Contract (GUSC). By executing this change order, the City of Santa Fe authorizes Yearout Energy to commence with the noted change order scope items above and invoice for this change order totaling $169,666.31 + NMGRT as the work is performed. Yearout Energy shall not invoice for the original IGA Contract Amount of $113,480 as the cost for this service will be included in the turn-key project amount as stated in the original IGA Contract.

Yearout Energy will not invoice for the allowance scope item unless PNM requires supplemental review on any proposed solar PV systems. Yearout Energy currently anticipates (2) proposed systems are expected to need this requirement, and therefore proposes an allowance of $5,000 per system ($10,000 Total) based on recent project experience.

Approved By: _____

This Change Order is valid for 60 Days

Date: 3/3/2020

8501 WASHINGTON STREET NE
ALBUQUERQUE, NEW MEXICO 87113

P | 505.883.0915
YEAROUTENERGY.COM

FIR No. 3305

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title: **Yearout Energy Services Company Energy Savings Contract**

Sponsor(s): Mayor Alan Webber, Councilors Lindell and Rivera

Reviewing Department(s): Public Works, Finance

Staff Completing FIR: Bradley Fluetsch, CFA Date: 1/15/2021 Phone: 955-6885

Reviewed by City Attorney: _____ Date: Jan 22, 2021

Reviewed by Finance Director: _____ Date: Feb 2, 2021

Summary:
This Ordinance accepts the investment-grade energy audit and approves the energy savings performance contract with Yearout Energy Services Company, LLC which improves a number of the City's facilities energy consumption and adds 2.75 megawatts of solar production capacity. This project is funded by the $925,000 Legislative appropriation with the remaining funded in a separate financing transaction, subject to approval by the governing body, where the City would pledge energy savings to finance the lease purchase contract.

Departments Affected:
Public Works, Finance

Consequences of Not Enacting Legislation:
The City would not create 2.75 megawatts of solar power and would not achieve the goals set forth in the Sustainable Santa Fe Plan or fulfill the language of the legislative appropriation. The City would not take this key step in the Governing Body's goal of achieving carbon neutrality by 2040. The City would not reduce carbon emissions that would be the equivalent of taking 687 homes off the grid or reducing driving by nearly 4 million miles annually.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This legislation has two companion pieces of legislation, an Ordinance approving the Global Management Performance contract with Dalkia Energy Solutions, LLC for upgrades to the City's streetlights and an ordinance authorizing the execution of a lease-purchase agreement between the City and a "TBD" counter-party to finance both projects.

Performance and Administrative Implications:
There is an energy savings performance contract that will be measured and monitored for compliance with the contract by Yearout. It will determined annually if the energy savings were achieved or a claim against the guarantee would need to be made. During the budget each year, the annual expected savings will be budgeted in the special revenue fund for energy savings debt service with the actual savings recorded monthly. An administrative process will be developed and reporting structure for the proper accounting of the energy savings. The Finance Department will develop the accounting process to fund the special revenue fund and allocate the debt service.

Fiscal Implications:
The likely case is that the City will save enough annually to fund the debt service of the capital expense, if not, Yearout will honor the energy savings contract and make up the difference.

Fiscal Impact:
The fiscal impact of the proposed capital improvements are guaranteed by Yearout Energy Solutions Company, LLC for the term of the lease, therefore the fiscal impact to the City is negligible. The true impact comes in achieving the Governing Body's goal of carbon neutrality and the reduction in the City of Santa Fe's carbon emissions.

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and	$	$	$				
Benefits*							
Capital Outlay	$	$	$				
Contractual/	$	$	$				
Professional Services							
Operating	$	$	$				$
Total:	$	$	$				$

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 01/25/2021

ISSUE NO. 8D

Consideration of Bill No. 2021-____: An Ordinance Accepting Investment Grade Audit Report and Approving Energy Savings Performance Contract with Yearout Energy Services, LLC, Subject to City Council Approval of a Separate Financing Transaction to Finance the Cost of the Energy Savings Performance Contract. (Mayor Alan Webber, Councilor Lindell and Councilor Rivera)(Brad Fluetsch, City of Santa Fe Cash and Investment Manager, bjfluetsch@santafenm.gov, 955-6885)

COMMITTEE REVIEW:
Public Works and Utilities Committee – 01/25/21
Governing Body (Request to Publish) – 01/27/21
Finance Committee – 02/15/21
Governing Body (Public Hearing) – 02/24/21

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 01/27/2021 Governing Body

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

MEMORANDUM

TO:	Finance Committee
VIA:	Mary McCoy, Finance Director
FROM:	Bradley Fluetsch, CFA, Planning and Investment Officer
RE:	Lease Purchase Financing of Energy Savings Measures Pursuant to Contracts Between the City of Santa Fe and Yearout Energy Services Company, LLC and Dalkia Energy Solutions, LLC
DATE:	February 2, 2021

This memorandum summarizes the lease-purchase agreement (the "Lease-Purchase Agreement") proposed to be entered into by the City of Santa Fe (the "City") and Sterling National Bank ("SNB"), pursuant to which the City will finance the costs of agreements between the City and Yearout Energy Services Company, LLC ("Yearout") for the installation and implementation of energy cost savings improvements and water conservation measures in various City-owned buildings and facilities, and Dalkia Energy Solutions, LLC ("Dalkia") for LED upgrades to City-owned streetlights located throughout the City.

Pursuant to the Lease-Purchase Agreement, SNB will pay the contract costs of the Yearout and Dalkia agreements, will take title to the equipment and improvements installed in the City's facilities, which will be leased back to the City for a term of 18 years. The City will repay the financed amount by making the rent payments due on the Lease-Purchase Agreement from utility costs savings derived from the energy cost savings improvements and water conservation measures. The City will pledge the utility cost savings as a special revenue fund for payment of the amounts due on Lease-Purchase Agreement.

The rent payments due on the Lease-Purchase Agreement include an interest component of 2.145%. The Lease-Purchase Agreement may be prepaid as follows:

> First 4 years of the term: 102% of the rent balance due for the remainder of the term;
> Years 5-9: 101% of the rent balance due for the remainder of the term;
> Thereafter: 100% of the rent balance due for the remainder of the term.

D.A. Davidson, acting as placement agent solicited bids from various financial institutions for a 15 year or 18 year term. The City received a total of five bids, two for 15 year terms and three for 18 year terms. SNB submitted the lowest interest cost proposal for both terms. Hilltop Securities, the City's municipal advisor completed a Net Present Value analysis on both SNB proposals and the City selected the 18 year proposal. The 15 year proposal has a slightly lower NPV, but if inflation is higher than implied by the interest rate, the 18 year will easily overcome the minor cost differential. The other bidders were Century Bank which proposed an interest rate of 3.00 percent, and Trust Bank which proposed a rate of 2.250 percent, each for an 18 year term.

AN ABSTRACT OF PROCEEDINGS

STATE OF NEW MEXICO)

COUNTY OF SANTA FE) ss.

CITY OF SANTA FE)

The Governing Body (the "Governing Body") of the City of Santa Fe (the "City") in the County of Santa Fe, State of New Mexico, met in regular session in full conformity with law and ordinances and rules of the City, at City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico, being the regular meeting place of the Governing Body, at the hour of 5:00 p.m., on Wednesday, the ____day of February, 2021.

Upon roll call the following were found to be present, constituting a quorum of the Governing Body:

PRESENT: Mayor: _____

Councilor: _____

Councilor: _____

Councilor: _____

Councilor: _____

Councilor: _____

Councilor: _____

Councilor: _____

Councilor: _____

ABSENT:

_____

Thereupon the following proceedings, among others, were had and taken:

PUBLIC HEARINGS

***

CONSIDERATION OF BILL NO. 2021-4

ADOPTION OF ORDINANCE NO. 2021-____

Approval of Lease Purchase Agreement with Sterling National Bank, as Lessor

CITY OF SANTA FE, NEW MEXICO

ORDINANCE NO. 2021-4

INTRODUCED BY:

Mayor Alan Webber

AN ORDINANCE

AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE-PURCHASE AGREEMENT BY AND BETWEEN THE CITY OF SANTA FE, NEW MEXICO (THE "CITY") AND STERLING NATIONAL BANK (THE "LESSOR"), EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE CITY TO PAY AN AMOUNT OF UP TO $20,000,000, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF ACQUIRING, INSTALLING, AND EQUIPPING ENERGY EFFICIENCY MEASURES THROUGHOUT THE CITY; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE AMOUNTS DUE UNDER THE LEASE-PURCHASE AGREEMENT SOLELY FROM THE UTILITY COST AND WATER CONSERVATION SAVINGS AND PAYMENTS RECEIVED BY THE CITY PURSUANT TO (1) THE ENERGY PERFORMANCE CONTRACT BY AND BETWEEN THE CITY AND YEAROUT ENERGY SERVICES COMPANY, LLC, AND (2) THE GLOBAL MANAGEMENT PERFORMANCE CONTRACT BY AND BETWEEN THE CITY AND DALKIA ENERGY SOLUTIONS, LLC; PROVIDING THAT CERTAIN TERMS OF THE LEASE-PURCHASE AGREEMENT WILL BE ESTABLISHED IN A PRICING CERTIFICATE TO BE

EXECUTED AND DELIVERED AS AUTHORIZED PURSUANT TO SECTION 6-14-10.2 NMSA 1978; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LEASE-PURCHASE AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as set forth in Section 1 of this Ordinance unless the context requires otherwise.

WHEREAS, the City of Santa Fe, New Mexico (the "City") is a legally created, established, organized and existing incorporated charter municipality with home-rule powers under the constitution and laws of the State of New Mexico; and

WHEREAS, the City has authorized the execution and delivery of (1) an Energy Savings Performance Contract with Yearout Energy Services Company, LLC, a New Mexico limited liability company (the "Yearout Agreement") for the installation, implementation, monitoring and maintenance of energy savings measures and water conservation measures throughout City owned facilities (the "Yearout Project Component"); and (2) a Global Management Performance Contract by and between the City and Dalkia Energy Solutions, LLC, a Massachusetts limited liability company ("the Dalkia Agreement") for the installation, implementation and maintenance of street light LED upgrades to street light improvements owned and operated by the City (the "Dalkia Project Component"); and

WHEREAS, the execution and delivery of the Yearout Agreement and the Dalkia Agreement (collectively, the "Energy Savings Agreements") is subject to the condition that a financing transaction be authorized and completed to finance the aggregate contract prices of the Energy Savings Agreements and the Costs of Issuance; and

WHEREAS, the Governing Body has determined and hereby determines that the Yearout Project Component and the Dalkia Project Component (each a "Project Component" and

collectively, the "Energy Savings Project") may be financed by and completed by entering into the Lease-Purchase Agreement, a copy of which has been presented to the City Council in connection with its consideration of this Ordinance, and that it is in the best interest of the City and its residents that the Lease-Purchase Agreement be executed and delivered, and that the financing occur by executing and delivering the Lease-Purchase Agreement; and

WHEREAS, the energy cost savings and water conservation-related cost savings derived from each Project Component exceed the cost of implementing that Project Component, and collectively, the aggregate cost of the Energy Savings Project, and constitute the net revenues of the Energy Savings Project; and

WHEREAS, the Energy Savings Project is a "revenue producing project" within the meaning of the Act; and

WHEREAS, the City may pledge the energy cost savings and water conservation-related cost savings derived from the Energy Savings Project (the "Pledged Revenues"), which constitute a special fund; and

WHEREAS, the City may lawfully pledge the Pledged Revenues for the payment of amounts due pursuant to the Lease-Purchase Agreement; and

WHEREAS, the Pledged Revenues have not heretofore been pledged to secure the payment of any obligation which is currently outstanding; and

WHEREAS, the Lease-Purchase Agreement shall be a special, limited obligation of the City, payable solely from the Pledged Revenues and shall not constitute a general obligation of the City, or a debt or pledge of the full faith and credit of the City or the State; and

WHEREAS, the Lease-Purchase Agreement shall be executed and delivered pursuant to the Act, with an irrevocable first lien, but not necessarily an exclusive first lien, on the Pledged Revenues; and

WHEREAS, the Governing Body intends by this Ordinance to authorize the execution and

delivery of the Lease-Purchase Agreement for the purposes set forth therein; and

WHEREAS, the Governing Body expects to receive an offer from the Lessor to enter into the Lease-Purchase Agreement, as approved pursuant to the terms of the Pricing Certificate; and

WHEREAS, the Governing Body hereby determines that the Energy Savings Project to be financed with the Lease-Purchase Agreement is to be used for governmental purposes of the City and will not be used for purposes which would cause the Lease-Purchase Agreement to be deemed a "private activity bond" as defined by the Internal Revenue Code of 1986, as amended; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use and pledge of the Pledged Revenues to the Lessor (or its assigns) for the payment of amounts due under the Lease-Purchase Agreement, (ii) the financing of the Energy Savings Project pursuant to the Lease-Purchase Agreement and the Energy Savings Agreements, and (iii) the authorization, execution and delivery of the Lease-Purchase Agreement, the Energy Savings Agreements, and the Escrow Agreement (if determined in the Pricing Certificate to be necessary), which are required to have been obtained by the date of this Ordinance, have been obtained or are reasonably expected to be obtained.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE, NEW MEXICO:

Section 1. **Definitions.** The terms in this section are defined for all purposes of this Ordinance and of any ordinance amendatory hereof or supplemental hereto, or relating hereto, and of any instrument or document appertaining hereto, except where the context by clear implication herein otherwise requires, shall have the following meanings:

"Act" means the general laws of the State, including the home-rule charter of the City, Sections 3-1-2 and 3-31-1 through 3-31-12 NMSA 1978, as amended, and enactments of the Governing Body relating to the Lease-Purchase Agreement, including this Ordinance.

"Authorized Officer" means the following officers of the City: Mayor, City Manager, City Finance Director, or other officer of the City when designated by a certificate signed by the Mayor of the City from time to time, a certified copy of which shall be delivered to the Paying Agent.

"Bond Counsel" means an attorney or firm of attorneys nationally recognized for expertise in the area of municipal bonds and the exemption of interest on municipal bonds from federal income taxation.

"City," "Municipal," or "Municipality" means the municipal corporation and body corporate and politic known as the City of Santa Fe, Santa Fe County, New Mexico.

"Closing Date" means the date of execution, delivery and funding of the Lease-Purchase Agreement.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

"Conservation Measures" mean, collectively or individually, as the context may require, the energy savings equipment and improvements of which the Energy Savings Project is comprised.

"Costs of Issuance" means all costs relating to the execution and delivery of the of the Lease-Purchase Agreement and the Energy Savings Agreements, including, without limitation, costs of advertising and publication, costs of fees and expenses of the City's municipal advisor, Bond Counsel, the Paying Agent, and other reasonable and necessary fees and costs, including applicable gross receipts taxes, related to the execution and delivery of the Lease-Purchase Agreement and the Energy Savings Agreements.

"Dalkia Agreement" means the Global Management Performance Contract by and between the City and Dalkia Energy Solutions, a Massachusetts limited liability company, for implementation of the Dalkia Project Component.

"Dalkia Project Component" means the installation, implementation, monitoring, and maintenance of upgrades to street light improvements leased to, and operated by, the City by Public

Service Company of New Mexico.

"Energy Savings Agreements" means, collectively, the Yearout Agreement and the Dalkia Agreement.

"Energy Savings Project" means, collectively, the Yearout Project Component and the Dalkia Project Component.

"Escrow Agreement" means, if required by the Lessor, the escrow agreement relating to the Energy Savings Project among the City, the Lessor and the Escrow Agent, into which the proceeds received by the City pursuant to the Lease-Purchase Agreement shall be deposited for payment of Energy Savings Project costs.

"Escrow Fund" means, if required by the Lessor, the "City of Santa Fe, New Mexico 2021 Lease-Purchase Agreement Escrow Fund" created by Section 8 hereof.

"Governing Body" means the members of the governing body designated as councilors who, together with the mayor, are the governing body of the City.

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to the entire Ordinance and not solely to the particular section or paragraph of the Ordinance in which such word is used.

"Lease-Purchase Agreement" means the Lease-Purchase Agreement dated the Closing Date between the Lessor and the City which provides for the financing of the Energy Savings Project and requires payments by or on behalf of the City to the Lessor, and any amendments or supplements thereto, and including the exhibits attached to the Lease-Purchase Agreement.

"Lease-Purchase Transaction" means the financing of the Energy Savings Project through the execution and delivery of the Lease-Purchase Agreement and the Related Documents.

"Lessor" means Sterling National Bank in connection with the Lease-Purchase Agreement.

"NMSA 1978" means the New Mexico Statutes Annotated, 1978 compilation, as amended and supplemented.

"Ordinance" means this City Ordinance as amended or supplemented from time to time.

"Paying Agent" means BOKF, NA, Albuquerque, New Mexico.

"Placement Agent" means D.A. Davidson & Co., Kansas City, Missouri.

"Placement Agent Agreement" means the professional services agreement by and between the City and the Placement Agent for the placement of the Financing Transaction with the Lessor.

"Pledged Energy Cost Savings Revenues" or "Pledged Revenues" means amounts generated by Utility Cost Savings pursuant to the Energy Savings Agreements, which constitute net revenues of the Energy Savings Project, which shall be deposited monthly to the Pledged Revenue Fund as provided in Section 8 of this Ordinance.

"Pledged Energy Cost Savings Revenue Fund" or "Pledged Revenue Fund" means the fund created pursuant to Section 8 of this Ordinance.

"Pricing Certificate" means the certificate executed and delivered by the any of the Mayor, City Manager or Finance Director of the City subsequent to the date of this Ordinance which shall specify the exact principal amount of the Lease-Purchase Agreement, the rental payment dates, the amounts payable on each rental payment date, the interest rate, and the prepayment features applicable to the Lease-Purchase Agreement and which shall approve the final forms of the Lease-Purchase Agreement, the Escrow Agreement (if applicable), Energy Savings Agreements, and other documents and which may contain such other terms and provisions as set forth in the Pricing Certificate; provided that in no event shall the Pricing Certificate specify a principal amount of the Lease-Purchase Agreement in excess of $20,000,000 or a net effective interest rate on the Lease-Purchase Agreement in excess of the statutory maximum of twelve percent (12%) per annum.

"Project Component" or "Project Components" means, as the context requires, each or all of the Yearout Project Component and the Dalkia Project Component.

"Related Documents" means, as applicable, the Escrow Agreement, account control agreement, closing documents, including, without limitation, a tax compliance certificate, and any

other document or agreement containing a representation, certification or obligation of the City as may be required by the Lessor or otherwise in connection with the Lease-Purchase Agreement pursuant to the Lease-Purchase Financing.

"Rental Payment Fund" means the "City of Santa Fe, New Mexico 2021 Lease-Purchase Agreement Rental Payment Fund" created by Section 8 hereof.

"State" means the State of New Mexico.

"Utility Cost Savings" means the amounts saved by the City in the purchase of electricity or water that are a direct result of the Conservation Measures.

"Yearout Agreement" means the Energy Savings Performance Contract with Yearout Energy Services Company, LLC for implementation of the Yearout Project Component.

"Yearout Project Component" means the installation, implementation, monitoring and maintenance of energy savings measures and water conservation measures throughout City owned facilities.

Section 2. Ratification of Prior Action. All action heretofore taken (not inconsistent with the express provisions of this Ordinance) by the Governing Body and officers of the City directed toward the Energy Savings Agreements, the Energy Savings Project, the Lease-Purchase Agreement, including, without limitation, the publication of a notice of public meeting and intent to adopt this Ordinance authorizing the execution and delivery of the Lease-Purchase Agreement, and the engagement of D.A Davidson as Placement Agent pursuant to the Placement Agent Agreement, and the same hereby is ratified, approved and confirmed, notwithstanding any inconsistent prior action.

Section 3. Authorization of the Lease-Purchase Transaction. The Energy Savings Project and the financing of the Energy Savings Project through the Lease-Purchase Transaction are hereby approved, the final terms of which shall be as provided in the Pricing Certificate. The Lease-Purchase Agreement, in substantially the form presented to the Governing Body in

connection with this Ordinance, is hereby approved. The Mayor, or in the Mayor's absence, the Mayor *Pro Tem*, is hereby authorized to execute and deliver the Lease-Purchase Agreement, as modified by the Pricing Certificate. The Lease-Purchase Agreement shall be attested by the City Clerk or Deputy Clerk.

Section 4. **Findings; Parameters for Lease-Purchase Transaction.** The Governing Body hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Energy Savings Project is needed to meet the needs of the City and its residents and the execution and delivery of the Lease-Purchase Agreement and the Escrow Agreement (if determined to be required for the Lease-Purchase Transaction as set forth in the Pricing Certificate) is necessary and advisable.

B. Moneys available and on hand for the Energy Savings Project from all sources other than the Lease-Purchase Agreement are not sufficient to defray the cost of the Energy Savings Project.

C. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Lease-Purchase Agreement.

D. It is economically feasible to defray, in whole or in part, the costs of the Energy Savings Project by the execution and delivery of the Lease-Purchase Agreement.

E. The Energy Savings Project and the execution and delivery of the Lease-Purchase Agreement pursuant to the Act to provide funds for the financing of the Energy Savings Project are necessary and in the interest of the public health, safety, and welfare of the residents of the City and will result in energy and water conservation savings and other economies for the City.

F. The Energy Savings Project is a revenue-producing project within the meaning of the Act. Implementation of the Energy Savings Project pursuant to the Energy Savings Agreements will generate utility cost savings equal to or greater than the costs of the Energy

Savings Project, including the financing of those costs pursuant to the Lease-Purchase Transaction, and constitute net revenues of the Energy Savings Project within the meaning of the Act. The Conservation Measures are reasonably related to and constitute a substantial part of the Energy Savings Project.

G. The average economic life of the Project Components comprising the Energy Savings Project will be at least 20 years.

H. The Lease-Purchase Agreement shall be within the following parameters:

(i) the net effective interest rate on the Lease-Purchase Agreement shall not exceed twelve percent (12.0%) per annum, which is the maximum rate permitted by State law.

(ii) The maximum term of the Lease-Purchase Agreement shall not exceed 25 years.

(iii) The maximum principal amount of the Lease-Purchase Agreement shall not exceed $20,000,000.

Section 5. Authorization of the Lease-Purchase Transaction.

A. Authorization. This Ordinance has been adopted by the affirmative vote of a three-fourths (3/4) majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the City and completing the Energy Savings Project, it is hereby declared necessary that the City, pursuant to the Act, execute and deliver the Lease-Purchase Agreement, evidencing a special, limited obligation of the City to pay an amount of up to $20,000,000, plus interest, and the execution and delivery of the Lease-Purchase Agreement is hereby authorized. The City shall use the proceeds of the Lease-Purchase Agreement to finance the Energy Savings Project and pay Costs of Issuance.

B. Detail. The Lease-Purchase Agreement shall be in form consistent with

this Ordinance, as supplemented by the Pricing Certificate. The Lease-Purchase Agreement shall be in an aggregate principal amount of up to $20,000,000, shall be payable in installments or rent and interest due on the dates set forth in the Pricing Certificate.

Section 6. **Approval of the Lease-Purchase Agreement; Execution and Delivery.** The Mayor or, in the absence of the Mayor, the Mayor *pro tem,* is authorized to execute and delivery the Lease-Purchase Agreement, which shall be attested by the City Clerk or a deputy City Clerk, in substantially the form presented to the Governing Body in its consideration of this Ordinance, with such modifications or revisions as the Mayor, in consultation with the City's municipal advisor and Bond Counsel, determines are necessary or convenient to implement the Energy Savings Project, and the execution and delivery of the Lease-Purchase Agreement by the Mayor, or in the absence of the Mayor, the Mayor *pro tem*, shall be conclusive evidence of the City's approval thereof, as may be modified or revised.

Section 7. **Special Limited Obligations.** The Lease-Purchase Agreement and the Energy Savings Agreements shall be secured by the pledge of the Pledged Energy Cost Savings Revenues as set forth in the Lease-Purchase Agreement and the Energy Savings Agreements, respectively, and shall be payable solely from the Pledged Energy Cost Savings Revenues. The Lease-Purchase Agreement, together with interest thereon and other obligations of the City thereunder, and the Energy Savings Agreements, shall be special, limited obligations of the City, payable solely from the Pledged Energy Cost Savings Revenues as provided in this Ordinance, the Lease-Purchase Agreement and the Energy Savings Agreements and shall not constitute a general obligation of the City or the State, and the holders of the Lease-Purchase Agreement or the Energy Savings Agreements may not look to any general or other fund of the City for payment of the obligations thereunder. Nothing contained in this Ordinance or in the Lease-Purchase Agreement, the Energy Savings Agreements, or any other instruments, shall be construed as obligating the City (except with respect to the application of the Pledged Energy Cost Savings Revenues), as incurring

a pecuniary liability or a charge upon the general credit of the City or against its taxing power, nor shall a breach of any agreement contained in this Ordinance, the Lease-Purchase Agreement, the Energy Savings Agreements or any other instrument impose any pecuniary liability upon the City or any charge upon its general credit or against its taxing power. The Lease-Purchase Agreement and the Energy Savings Agreements shall never constitute an indebtedness of the City within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the City or a charge against its general credit or taxing power. Nothing herein shall prevent the City from applying other funds of the City legally available therefor to payments required by the Lease-Purchase Agreement or the Energy Savings Agreements, in its sole and absolute discretion.

Section 8. **Creation of Funds and Accounts; Disposition of Proceeds: Completion of the Energy Savings Project.**

A. Rental Payment Fund, Escrow Fund and Pledged Revenue Fund. The City hereby consents to creation of: (i) the special fund known as the Rental Payment Fund to be held and maintained by the City, (ii) if applicable, the Escrow Fund to be held and maintained by the Escrow Agent pursuant to the Escrow Agreement and (iii) the Pledged Revenue Fund to be held and maintained by the City, each in connection with the Lease-Purchase Agreement.

B. Disposition of Proceeds of Lease-Purchase Agreement. The proceeds derived from the execution and delivery of the Lease-Purchase Agreement shall be deposited promptly upon the receipt thereof in the Escrow Fund, as provided in the Escrow Agreement.

C. Completion of Energy Savings Project. The City will cause the installation of the Project Components with all due diligence, and in any event within three years after the date of execution and delivery of the Lease-Purchase Agreement.

Section 9. Deposit of Pledged Energy Cost Savings Revenues and Flow of Funds.

A. Pledged Revenue Fund. So long as payments are due under the Lease-

Purchase Agreement, the City shall credit all Pledged Energy Cost Savings Revenues to the Pledged Revenue Fund. As a first charge on the Revenue Fund, amounts due under the Lease-Purchase Agreement shall be withdrawn from the Pledged Revenue Fund and shall be credited to the Rental Payment Fund on the dates and in the amounts set forth in the Lease-Purchase Agreement.

B. Credit. In making the deposits required to be made into the Rental Payment Fund, if there are any amounts then on deposit in the rental Payment Fund available for the purpose for which such deposit is to be made, the amount of the deposit to be made pursuant to paragraph (A) above shall be reduced by the amount available in such fund for such purpose.

C. Transfer of Money out of Rental Payment Fund. Each payment due on the Lease-Purchase Agreement shall be transferred from the Rental Payment Fund to the Lessor on the due date of such payment.

D. Termination Upon Deposits to Maturity. No payment shall be made into the Rental Payment Fund if the moneys in such fund totals a sum at least equal to the entire aggregate amount due on the Lease-Purchase Agreement, in which case moneys in said fund in an amount at least equal to such payment requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in said funds and any other moneys derived from the Pledged Energy Cost Savings Revenues may be used in any lawful manner determined by the City.

E. Defraying Delinquencies in the Rental Payment Fund. If, on any payment date, the amount on deposit in the Rental Payment Fund is insufficient to make the payments due on the Lease-Purchase Agreement, then an amount shall be paid into the Rental Payment Fund from the first Pledged Energy Cost Savings Revenues thereafter received that are not required to be deposited in the Rental Payment Fund as set forth in Paragraph C of this Section.

F. Payment from Other Sources. Notwithstanding any other provisions of this Ordinance, the City may, in its sole discretion, choose to apply other legally available funds to

the payment of the Lease-Purchase Agreement.

G. Surplus Revenues. After making all the payments hereinabove required to be made by this Section, the remaining Pledged Revenues, if any, may be applied to any other lawful purpose, as the City may from time to time determine.

Section 10. Lien on Pledged Energy Cost Savings Revenues. Pursuant to this Ordinance and the Lease-Purchase Agreement, the Pledged Energy Cost Savings Revenues are hereby authorized to be pledged to, and are hereby pledged, and the City grants a security interest therein for, the payment of the rent, interest, and any other amounts due under the Lease-Purchase Agreement subject to the uses thereof permitted by and the priorities set forth in this Ordinance. The Lease-Purchase Agreement constitutes an irrevocable and first lien on the Pledged Energy Cost Savings Revenues.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Ordinance, the Lease-Purchase Agreement and the Related Documents, and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Ordinance, the Lease-Purchase Agreement and the Related Documents for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance, the Lease-Purchase Agreement and the Related Documents, the execution and delivery of closing documents in connection with the execution and delivery of the Lease-Purchase Agreement, the Escrow Agreement (if applicable), and the publication of the summary of this Ordinance set out in Section 18 of this Ordinance (with such changes, additions and deletions as may be necessary).

Section 12. Amendment of Ordinance. Prior to the Closing Date, the provisions of this Ordinance may be supplemented or amended by ordinance or resolution of the Governing Body

with respect to any changes which are not inconsistent with the substantive provisions of this Ordinance. Following the Closing Date, this Ordinance may be amended by ordinance of Governing Body without receipt by the City of any additional consideration, but only with the prior written consent of the Lessor.

Section 13. **Ordinance Irrepealable.** After the Lease-Purchase Agreement has been executed and delivered, this Ordinance shall be and remain irrepealable until all obligations due under the Lease-Purchase Agreement shall be fully paid, canceled and discharged, as provided therein.

Section 14. **Severability Clause.** If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 15. **Repealer Clause.** All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. **Effective Date, General Summary for Publication.** Upon due adoption of this Ordinance, the ordinance shall be recorded and preserved by the City Clerk, authenticated by the signature of the Mayor and City Clerk, and the seal of the City impressed hereon, and the title and general summary of the subject matter contained in this Ordinance (set out below) shall be published in a newspaper which maintains an office and is of general circulation in the City and this Ordinance shall be in full force and effect after its publication in accordance with law.

Pursuant to Section 3-17-5 NMSA 1978, as amended, the title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

(Form of Summary of Ordinance for Publication)

CITY OF SANTA FE, NEW MEXICO

NOTICE IS HEREBY GIVEN of the title and of a general summary of the subject matter contained in an ordinance duly adopted and approved by the Governing Body of the City of Santa Fe on February __, 2021. A complete copy of the ordinance is available for public inspection during the normal and regular business hours of the City Clerk in the office of the City Clerk, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico and is available online at santafe.primegov.com. The title of the ordinance is:

AN ORDINANCE

AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE-PURCHASE AGREEMENT BY AND BETWEEN THE CITY OF SANTA FE, NEW MEXICO (THE "CITY") AND STERLING NATIONAL BANK (THE "LESSOR"), EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE CITY TO PAY AN AMOUNT OF UP TO $20,000,000, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF ACQUIRING, INSTALLING, AND EQUIPPING ENERGY EFFICIENCY MEASURES THROUGHOUT THE CITY; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE AMOUNTS DUE UNDER THE LEASE-PURCHASE AGREEMENT SOLELY FROM THE UTILITY COST AND WATER CONSERVATION SAVINGS AND PAYMENTS RECEIVED BY THE CITY PURSUANT TO (1) THE ENERGY PERFORMANCE CONTRACT BY AND BETWEEN THE CITY AND YEAROUT ENERGY SERVICES COMPANY, LLC, AND (2) THE GLOBAL MANAGEMENT PERFORMANCE CONTRACT BY AND BETWEEN THE CITY AND DALKIA ENERGY SOLUTIONS, LLC; PROVIDING THAT CERTAIN TERMS OF THE LEASE-PURCHASE AGREEMENT WILL BE ESTABLISHED IN A PRICING CERTIFICATE TO BE EXECUTED AND

DELIVERED AS AUTHORIZED PURSUANT TO SECTION 6-14-10.2 NMSA 1978; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LEASE-PURCHASE AGREEMENT.

A general summary of the subject matter contained in such ordinance is set forth in the title. COMPLETE COPIES OF THE ORDINANCE ARE ON FILE IN THE OFFICE OF THE CITY CLERK AT THE CITY HALL, 200 LINCOLN AVENUE, SANTA FE, NEW MEXICO, ARE AVAILABLE ONLINE AT SANTAFE.PRIMEGOV.COM, AND ARE AVAILABLE FOR INSPECTION AND/OR PURCHASE DURING REGULAR OFFICE HOURS. THIS NOTICE ALSO CONSTITUTES COMPLIANCE WITH SECTION 3-17-5 AND SECTIONS 6-14-4 THROUGH 6-14-7, NMSA 1978.

WITNESS my hand and the seal of the City on February ___, 2021.

CITY OF SANTA FE

(SEAL)

_____

KRISTINE MIHELCIC, CITY CLERK

(End of Form of Ordinance for Publication)

PASSED, APPROVED, and ADOPTED this ___day of February, 2021.

GOVERNING BODY OF THE CITY OF SANTA FE

(SEAL)

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Modrall, Sperling, Roehl, Harris & Sisk, P.A. as Bond Counsel

By: _____
Peter Franklin (Jan 29, 2021 15:50 MST)

Peter Franklin

After discussion, Councilor _____ moved for approval, with Councilor _____ seconding the motion. Bill No. 2021-4 passed upon the following roll call vote:

Those voting AYE:

Councilor: _____

Councilor: _____

Councilor: _____

Councilor: _____

Councilor: _____

Councilor: _____

Councilor: _____

Councilor: _____

Those voting NAY: _____

Those not present: _____

The presiding officer thereupon declared that at least three-fourths of all the members of the Governing Body having voted in favor of adoption of Bill No. 2021-4 the motion was carried and Ordinance No. 2021-___ was duly passed and adopted.

After consideration by the Governing Body of other business the meeting was duly adjourned.

GOVERNING BODY OF THE CITY OF SANTA FE, NEW MEXICO

(SEAL)

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

ESCROW AGREEMENT

LESSOR: ESCROW AGENT:

LESSEE:
City of Santa Fe, New Mexico
200 Lincoln Avenue
Santa Fe, NM 87501

THIS ESCROW AGREEMENT (this "Escrow Agreement") dated _____, 2021, is entered into by and among _____ (in its capacity as lessor, "Lessor"), City of Santa Fe, New Mexico ("Lessee"), and _____ (in its capacity as escrow agent, the "Escrow Agent").

Lessor and Lessee have heretofore entered into that certain Equipment Lease-Purchase Agreement dated as of _____, 2021 (the "Agreement"). The Agreement contemplates that certain Equipment described therein (the "Equipment") is to be acquired from the vendor(s) or manufacturer(s) thereof.

After acceptance of the Equipment by Lessee, the Equipment is to be leased by Lessor to Lessee pursuant to the terms of the Agreement.

The Agreement contemplates that Lessor will deposit with the Escrow Agent cash in the amount of $_____ from proceeds of the Agreement, to be held in escrow by the Escrow Agent and applied on the express terms and conditions set forth herein. Such deposit, together with all interest and additions received with respect thereto (hereinafter, the "Escrow Fund"), is to be applied from time to time to pay certain costs of acquiring the Equipment (a portion of which may be paid in multiple payments and prior to acceptance of all Equipment by Lessee) and, if requested by Lessee and approved by Lessor, to pay certain costs of entering into the Agreement.

The parties desire to set forth the terms on which the escrow is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, the parties agree as follows:

Section 1. Each of Lessor and Lessee hereby appoint, and the Escrow Agent hereby agrees, to serve as escrow agent upon the express terms and conditions set forth herein. The Escrow Agent agrees that the Escrow Fund shall be held irrevocably in trust for the account and benefit of Lessee and Lessor and all interest earned with respect to the Escrow Fund shall accrue to the benefit of Lessee and shall be applied as expressly set forth herein.

To the limited extent required to perfect the security interest granted by Lessee to Lessor in the cash and negotiable instruments from time to time comprising the Escrow Fund, Lessor

hereby appoints the Escrow Agent as its security agent, and the Escrow Agent hereby accepts the appointment as security agent, and agrees to hold physical possession of such cash and negotiable instruments on behalf of Lessor.

Section 2. On such day as determined to the mutual satisfaction of the parties (the "Commencement Date"), Lessor shall deposit with the Escrow Agent cash in the amount of $_____ from proceeds of the Agreement, to be held by the Escrow Agent on the express terms and conditions set forth herein. The Escrow Agent agrees to accept the deposit of the Escrow Fund by Lessor, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto in escrow on the express terms and conditions set forth herein.

Section 3. The Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of the Escrow Agent as being held in its capacity as Escrow Agent. Securities and other negotiable instruments comprising the Escrow Fund from time to time shall be held or registered in the name of the Escrow Agent (or its nominee). The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lessor).

Section 4. Lessee hereby directs the Escrow Agent to invest the cash comprising the Escrow Fund from time to time in Qualified Investments (as hereinafter defined). Interest or other amounts earned and received by the Escrow Agent with respect to the Escrow Fund shall be deposited in and comprise a part of the Escrow Fund. No investment shall be made that would cause the Agreement to be deemed to be an arbitrage bond within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code"). For purposes of this Section 4, the term "Qualified Investments" means the Money Market Fund #_____, or a demand deposit account created by the Escrow Agent. The Escrow Agent shall provide to the Lessee's Finance Director all bank and investment statements for the Escrow Fund by the 5th day of the month following the month for which the statement applies or the next succeeding business day. Any monies the Escrow Agent holds on behalf of the county shall be invested according to the [City of Santa Fe Investment Policy] and Section 6-10-10, NMSA 1978.

Commented [PLF1]: Confirm and more specifically identify?

Section 5. Lessor and Lessee hereby authorize the Escrow Agent to take the following actions with respect to the Escrow Fund:

a. From time to time, the Escrow Agent shall pay the vendor or manufacturer of the Equipment or Lessee or other payee upon receipt of the following: (a) a duly executed Certificate of Acceptance and Payment Request in the form attached as Exhibit A to this Escrow Agreement approved for payment by Lessor, (b) the vendor(s) or manufacturer(s) invoice(s) specifying the acquisition price of the Equipment described in the requisition request, (c) in the event that certain costs of entering into the Agreement are described in the requisition request, invoice(s), budget(s), closing statement(s) or other additional documentation specifying the amount(s) of such costs, and (d) any additional documentation required by Lessor prior to Lessor's approval of such requisition request. Lessor's approval on the Certificate of Acceptance and

Payment Request in each case shall be conclusive evidence that all invoices, budgets, closing statements and any additional documentation requirements have been received by and are acceptable to Lessor for payment purposes. Without limiting the foregoing, Lessor shall not approve any such payment unless and until Lessee shall have provided to Lessor (i) certificates of insurance evidencing coverage in accordance with Section 22 of the Agreement and satisfactory to Lessor, and (ii) a payment and performance bond naming Lessor as a dual obligee and issued by a surety company rated "A" or better by AM Best in form and substance satisfactory to Lessor.

b. In the event that Lessor provides to the Escrow Agent and Escrow Agent actually receives written notice of the occurrence of an Event of Default as defined in the Agreement, the Escrow Agent shall thereupon promptly remit to Lessor the entire balance of the Escrow Fund *after* application of the Escrow Fund to all reasonable fees and expenses incurred by the Escrow Agent in connection herewith as evidenced by its statement forwarded to Lessor and Lessee.

c. Upon actual receipt by the Escrow Agent of a duly executed Certificate of Acceptance and Payment Request identified as the final such request, the remaining monies in the Escrow Fund shall, *first* be applied to all reasonable fees and expenses incurred by the Escrow Agent, if applicable, in connection herewith as evidenced by its statement forwarded to Lessor and Lessee; and, *second* be paid to Lessor, for application against the outstanding principal components of Rental Payments (as defined in the Agreement), including prepayment of Rental Payments under the Agreement, as provided therein, unless Lessor directs that payment of such amount be made in such other manner directed by Lessor that, in the opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes. If any such amount is used to prepay principal, the Payment Schedule attached to the Agreement will be revised accordingly as specified by Lessor.

d. Lessor and Lessee agree that the security procedures under this Section 5 are commercially reasonable.

e. In the event that Escrow Agent makes any payment to any payee pursuant to this Escrow Agreement and for any reason such payment (or any portion thereof) is required to be returned to the Escrow Fund or is subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a receiver, trustee or other party under any bankruptcy or insolvency law, other federal or state law, common law or equitable doctrine, then the party who benefited from the payment to the payee shall repay to Escrow Agent upon written request the amount so paid to the payee. Escrow Agent shall not be liable to any party or any other person by reason of such payment.

Section 6. The reasonable fees and expenses of the Escrow Agent incurred in connection herewith shall be the responsibility of Lessee and are herein further described on Schedule 1.

Section 7.

a. The Escrow Agent shall have no liability for acting upon any written instruction presented by Lessee and Lessor in connection with this Escrow Agreement which the Escrow Agent in good faith believes to be genuine. Furthermore, the Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own negligence or willful misconduct. The Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investment decisions made pursuant to Section 4, Qualified Investments at the direction of Lessee. Escrow Agent shall have only those duties and responsibilities as expressly set forth herein, and no other duty, obligation or covenant, fiduciary or otherwise, shall be implied or enforceable against Escrow Agent by any person.

b. Without limiting the effect of Section 7(a) hereof, Escrow Agent shall have no obligation or liability to any other party hereto (or any person claiming through any of them): (i) to review, examine, enforce, administer or take notice of any agreement, instrument or document other than this Escrow Agreement; (ii) to determine whether any conditions precedent to a disbursement of Escrow Funds, other than as set forth in Section 5, have been or will be satisfied or otherwise to investigate any notice received by Escrow Agent hereunder; (iii) to evaluate or determine the validity or legality of any action or omission of any third party, including any federal or state bank regulator; (iv) to make any payment to the other parties or other payees set forth in written instructions received under Section 5 from any source other than the Escrow Funds, and no such payment shall be made if the amount of Escrow Funds is inadequate; (v) to communicate with any person other than as expressly provided for in this Escrow Agreement; (vi) for any action or omission of Escrow Agent taken or made upon the oral or written, joint instructions of the parties hereto; (vii) for any other action or omission of, or for errors in judgment by, Escrow Agent under or in connection with this Escrow Agreement taken or made in good faith and without gross negligence or willful misconduct; and (viii) for special, incidental, consequential, indirect or punitive damages in any event, even if Escrow Agent has been advised or was otherwise aware of the likelihood of such loss or damages and regardless of the form of action.

Section 8. From and to the extent of legally available Pledged Energy Cost Savings Revenues (as defined in the Agreement), to the extent authorized by law, Lessee hereby agrees to indemnify and save the Escrow Agent harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder and which are not due to the Escrow Agent's negligence or willful misconduct. No indemnification will be made under this Section or elsewhere in this Escrow Agreement to the extent damages arise solely out of the negligence or willful misconduct by the Escrow Agent, its officers, agents, employees, successors or assigns.

Section 9. The Escrow Agent may at any time resign by giving at least 30 days' prior written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of the successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, the Escrow Agent may be removed at any time, with or without cause, by instrument in writing executed by Lessor and Lessee. Such notice shall set forth the effective date of the removal. In the event of any resignation or removal of the Escrow Agent, a successor Escrow

Agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent.

Upon the effective date of resignation or removal, the Escrow Agent will transfer the Escrow Fund then held by it to the successor Escrow Agent selected by Lessor and Lessee.

If Lessor and Lessee are unable to agree upon a successor escrow agent within 30 days after such notice, the parties hereby agree that either of them acting unilaterally shall apply to a court of competent jurisdiction within the State of New Mexico for the appointment of a successor escrow agent or for other appropriate relief. The costs and expenses (including reasonable attorneys' fees and expenses) incurred by Escrow Agent in connection with such proceeding shall be paid in accordance with Section 6.

Section 10. In the event of any dispute with respect to the Escrow Funds, the interpretation of this Escrow Agreement or the rights and obligations of the parties hereunder, or to the propriety of any action contemplated by Escrow Agent hereunder, or if Escrow Agent in good faith is in doubt as to what action should be taken hereunder, then in any such case Escrow Agent shall not be obligated to resolve the dispute or disagreement or to make any disbursement of all or any portion of the Escrow Funds, but may commence an action in the nature of an interpleader and seek to deposit such funds with a court of competent jurisdiction within the State of New Mexico, and thereby shall be discharged from any further duty or obligation with respect to any Escrow Funds. The costs of such interpleader action shall be borne by Lessee. In the event Lessee shall fail on demand to reimburse Escrow Agent for such costs, then Lessee irrevocably authorizes Escrow Agent to deduct any such amounts from the Escrow Fund without any further notice or demand to any person. Escrow Agent may, in its sole discretion in lieu of filing such action in interpleader, elect to cease to perform under this Agreement and to ignore all instructions received in connection herewith until Escrow Agent has received a written notice of resolution signed by the parties to such dispute or disagreement or an order of a court of competent jurisdiction over the matter directing a disposition of the Escrow Funds.

Section 11. This Escrow Agreement and the Escrow Fund established hereunder shall terminate upon receipt by the Escrow Agent of the written notice from Lessor specified in Section 5(b) or Section 5(c) hereof.

Section 12. All notices hereunder shall be in writing, sent by certified mail, return receipt requested, or by mutually recognized overnight carrier addressed to the other parties at their respective addresses shown on page 1 of this Escrow Agreement or at such other address as each such party shall from time to time designate in writing to the other parties; and shall be effective on the date or receipt. In addition, all notices sent to the Escrow Agent shall also be sent as follows:

Section 13. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of the

Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lessor and Lessee.

Section 14. Except as provided in the next sentence, this Escrow Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification or change of terms hereof shall bind any party unless in writing signed by all parties. This Escrow Agreement is in addition to any related account applications and other account opening and authorizing documents and/or resolutions on file with Escrow Agent and such documents are hereby incorporated by reference into this Agreement (the "Account Agreements"). In the event that there are inconsistencies between this Agreement and any other Account Agreement, the terms of this Escrow Agreement shall control.

Section 15. The Escrow Agent may employ agents, attorneys and accountants in connection with its duties hereunder (such costs to be paid as set forth in Section 6) and shall not be liable for any action taken or omitted in good faith in accordance with the advice of counsel, accountants or other skilled persons.

Section 16. This Escrow Agreement shall be governed by and be construed and interpreted in accordance with the internal laws of the State of New Mexico (the "State").

Section 17. This Escrow Agreement may be executed in several counterparts, and each counterpart so executed will be an original. In addition, the parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 18. **WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN RESOLVING ANY CLAIM OR COUNTERCLAIM RELATING TO OR ARISING OUT OF THIS AGREEMENT.**

Section 19. Lessee represents, warrants and covenants for the benefit of Escrow Agent as follows:

a. Lessee is authorized under the constitution and laws of the State to enter into this Escrow Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.

b. Lessee has been duly authorized to execute and deliver this Escrow Agreement by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.

c. This Escrow Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

d. Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department. No part of the Escrow Fund shall be invested at Lessee's discretion in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Agreement, would have caused any portion of the Agreement to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the applicable regulations of the Treasury Department.

Section 20. The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Escrow Agreement agree that they will provide to the Escrow Agent such information as it may request, from time to time, in order for the Escrow Agent to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

Section 21. With respect to the Agreement, Sterling National Bank shall have the same rights and powers under the Agreement as any other lessor and may exercise the same as though it were not Escrow Agent. Lessor may lend money to, invest in, and generally engage in any kind of business with Lessee, all as if Sterling National Bank were not Escrow Agent. Lessee acknowledges the potential conflict of interest between Sterling National Bank as Lessor and Sterling National Bank as Escrow Agent.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the day and year first above set forth.

LESSOR:

By: _____
Name:
Title:

LESSEE: CITY OF SANTA FE, NEW MEXICO

By: _____
Name:
Title:

ESCROW AGENT:

By: _____
Name:_____
Title: _____

EXHIBIT A

CERTIFICATE OF ACCEPTANCE AND PAYMENT REQUEST

_____ (in its capacity as escrow agent, the "Escrow Agent"), as escrow agent under that certain Escrow Agreement dated _____, 2021 (the "Escrow Agreement"), by and among the City of Santa Fe, New Mexico ("Lessee"), _____ (in its capacity as lessor, "Lessor") and the Escrow Agent, is hereby requested to pay from the Escrow Fund (as defined in the Escrow Agreement) established and maintained thereunder, the amount set forth below to the named payee(s). The equipment and costs described below are (i) part or all of the Equipment listed in the Equipment Schedule to that certain Equipment Lease Purchase Agreement dated as of _____, 2021(the "Agreement"), between Lessor and Lessee, or (ii) certain costs of entering into the Agreement. The amount shown is due and payable under (i) a purchase order or contract (or has been paid by and not previously reimbursed to Lessee), or (ii) invoices, budgets, closing statements or any other additional documentation.

QUANTITY	DESCRIPTION OF EQUIPMENT OR FINANCING COST	AMOUNT	PAYEE*

Lessee hereby certifies and represents to and agrees with Lessor as follows: (i) the Equipment described above has been delivered and installed at the location(s) set forth in the Equipment Schedule; (ii) a present need exists for such Equipment which need is not temporary or expected to diminish in the near future; (iii) such Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority; (iv) the estimated useful life of such Equipment based upon the manufacturer's representations and Lessee's projected needs is not less than the term of lease with respect to such Equipment; (v) Lessee has conducted such inspection and/or testing of such Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts such Equipment for all purposes as of the date of this Certificate; (vi) such Equipment is covered by insurance in the types and amounts required by the Agreement; and (vii) no Event of Default, as such term is defined in the Agreement and no event which with the giving of notice or lapse of time or both, would become an Event of Default under the Agreement, has occurred and is continuing on the date hereof.

Based on the foregoing, Escrow Agent is hereby authorized and directed to fund the acquisition of the Equipment set forth in the Agreement by paying, or causing to be paid, the manufacturer(s)/vendor(s), Lessee or other payee(s) the amounts set forth on the attached invoices from the Escrow Fund held under the Escrow Agreement in accordance with its terms.

The following documents are attached hereto and made a part hereof: (a) Original Invoice(s); and/or (b) Copies of Certificate(s) of Origin, when applicable, designating Lessor as lienholder if any part of the Equipment consists of motor vehicles, and evidence of filing.

IF REQUEST IS FOR REIMBURSEMENT, CHECK HERE ☐. Lessee paid an invoice prior to the commencement date identified in the Equipment Schedule and is requesting reimbursement for such payment. A copy of evidence of such payment, together with a copy of Lessee's Declaration of Official Intent and any other evidence required by Lessor prior to Lessor's approval hereof that Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. 1.150-2, is hereby attached. Lessor's approval hereof shall evidence that Lessee has delivered to Lessor such required documentation.

IF REQUEST IS FINAL REQUEST, CHECK HERE ☐. Lessee hereby certifies that the items of Equipment described above, together with the items of Equipment described in and accepted by Certificates of Acceptance and Payment Requests previously filed by Lessee and Lessor with Escrow Agent constitutes all of the Equipment subject to the Equipment Schedule.

Date: _____, 20___.

Approved for Payment:

_____, as Lessor
and servicer for _____.

By: _____
Name: _____
Title: _____

CITY OF SANTA FE, NEW MEXICO, as Lessee

By: _____
Name: _____
Title: _____

_____

* If required, a current IRS Form W-9 for the payee is attached or an IRS Form W-9 has been previously submitted to the Escrow Agent.

SCHEDULE 1

Attached to and made a part of the Escrow Agreement (the "Escrow Agreement") dated _____, 2021, by and among _____ (in its capacity as lessor, "Lessor"), City of Santa Fe, New Mexico, as Lessee, and _____ (in its capacity as escrow agent, the "Escrow Agent").

A. Based upon our current understanding of your proposed transaction, the proposed services are as follows, which shall be the responsibility of Lessee: $0

1. New Account Acceptance

Encompassing review, negotiation and execution of governing documentation, opening of the account, and completion of all due diligence documentation.

2. Monthly Administration

Covering our usual and customary ministerial duties, including record keeping, distributions, document compliance and such other duties and responsibilities expressly set forth in the governing documents for each transaction.

B. Extraordinary Services and Out-of-Pocket Expenses

Any additional services beyond our standard services as specified above, and all reasonable out-of-pocket expenses including attorney's or accountant's fees and expenses will be considered extraordinary services for which related costs, transaction charges, and additional fees may be billed at Escrow Agent's then standard rate. Disbursements, receipts, investments or tax reporting exceeding 25 items per year may be treated as extraordinary services.

EQUIPMENT LEASE-PURCHASE AGREEMENT

THIS EQUIPMENT LEASE-PURCHASE AGREEMENT (the "Agreement"), is dated as of _____, 2021, by and between _____**,** a [national banking association] organized and existing under the laws of the United States of America, as Lessor ("Lessor"), and CITY OF SANTA FE, NEW MEXICO, a charter municipality with home-rule powers duly organized and existing existing under the laws of the State of New Mexico, as Lessee (the "City" or the "Lessee"), wherein the parties hereby agree as follows:

Section 1. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Act" means the general laws of the State, including the home-rule charter of the City, Sections 3-1-2 and 3-31-1 through 3-31-12 NMSA 1978, as amended, and enactments of the Governing Body relating to the Lease-Purchase Agreement, including the Ordinance.

"Agreement" means this Equipment Lease-Purchase Agreement and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, together with any amendments to this Agreement.

"Closing Date" the date of execution, delivery and funding of this Agreement.

"Code" means the Internal Revenue Code of 1986, as amended.

"Conservation Measures" mean, collectively or individually, as the context may require, the energy savings equipment and improvements of which the Energy Savings Project is comprised.

"Costs of Issuance" means all costs relating to the execution and delivery of the of the Lease-Purchase Agreement and the Energy Savings Agreements, including, without limitation, costs of advertising and publication, costs of fees and expenses of the financial advisor, bond counsel, the Paying Agent, and other reasonable and necessary fees and costs, including applicable gross receipts taxes, related to the execution and delivery of the Lease-Purchase Agreement and the Energy Savings Agreements.

"Dalkia Agreement" means the Global Management Performance Contract by and between the City and Dalkia Energy Solutions, LLC, a Massachusetts limited liability company for implementation of the Dalkia Project Component, which is collaterally assigned to the Lessor pursuant to this Agreement.

"Dalkia Project Component" means means the Project Component comprised of the installation, implementation and maintenance of street light LED upgrades to street light improvements owned and operated by the Lessee.

"Energy Savings Agreements" means, collectively, the Yearout Agreement and the Dalkia Agreement.

"Energy Savings Project" means, collectively, the Yearout Project Component and the Dalkia Project Component.

"Equipment" means the Conservation Measures described on the Equipment Schedule attached hereto as Exhibits A-1 and A-2, and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

"Event of Default" means an Event of Default described in Section 35 hereof.

"Lease Term" means the period commencing on the Closing Date and ending on the occurrence of the earliest event specified in Section 6 hereof.

"Lessee" means the entity described as such in the first paragraph of this Agreement, and its permitted successors and its assigns.

"Lessor" means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

"Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including reasonable attorneys' fees) incurred in the collection of such claim or award.

"Ordinance" means Ordinance No. _____ adopted by the Governing Body of the City on February ___, 2021, as supplemented by the Pricing Certificate.

"Payment Schedule" means the schedule of Rental Payments and Purchase Price set forth in Exhibit B to this Agreement.

"Pledged Energy Cost Savings Revenues" or "Pledged Revenues" means amounts generated by utility cost savings pursuant to the Energy Savings Agreements, which constitute net revenues of the Energy Savings Project.

"Pricing Certificate" means the certificate executed and delivered by the any of the Mayor, City Manager or Finance Director of the Lessee subsequent to the date of adoption of the Ordinance, which shall specify the exact principal amount and other final terms of this Agreement.

"Purchase Price" means the amount set forth in the Payment Schedule that Lessee may, at its option, pay to Lessor to purchase the Equipment.

"Rental Payment Dates" means the dates set forth in the Payment Schedule on which Rental Payments are due.

"Rental Payment Fund" means the special fund established by Lessee in the Ordinance for the deposit of Pledged Energy Cost Savings Revenues and such other authorized revenues as are permitted by the Act and pledged in the Ordinance for Rental Payments, subject to Sections 6 through 8 and Section 10 hereof.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to Section 9 from the Rental Payment Fund.

"State" means the State of New Mexico

"Vendors" means Dalkia Energy Solutions, LLC and Yearout Energy Services Company, LLC, as the counterparties to the Energy Savings Agrements from whom Lessor purchased or is purchasing the Equipment, as listed in Exhibit A-1 and A-2.

"Yearout Agreement" means the Energy Savings Performance Contract with Yearout Energy Services Company, LLC for implementation of the Yearout Project Component[, which is collaterally assigned to the Lessor pursuant to this Agreement].

"Yearout Project Component" means the installation, implementation, monitoring and maintenance of energy savings measures and water conservation measures throughout Lessee-owned facilities.

Section 2. Representations and Covenants of Lessee. Lessee represents, warrants and covenants, for the benefit of Lessor as follows:

(a) Lessee is a charter municipality with home-rule powers duly organized and existing under the constitution and laws of the State. Lessee will do or cause to be done all things to preserve and keep in full force and effect its existence as a charter municipality. So long as the Agreement continues in effect, Lessee shall use its best efforts to comply with its enabling legislation and other laws to which it is subject. Lessee has a substantially each of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.

(b) Lessee is authorized under the constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.

(c) Lessee has been duly authorized to execute and deliver this Agreement by proper action and approval of its governing body at meetings duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.

(d) This Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(e) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the Closing Date.

(f) Lessee has, in accordance with the requirements of law, pledged to and granted to Lessor a security interest in the Pledged Energy Cost Savings Revenues for the

payment of amounts due under this Agreement, subject to the uses thereof permitted by and the priorities set forth in the Ordinance. The Agreement constitutes an irrevocable and first lien on the Pledged Energy Cost Savings Revenues.

(g) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder.

(h) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.

(i) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained.

(j) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.

(k) The Equipment described in this Agreement is essential to the function of Lessee or to the service Lessee provides to its citizens. Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of Lessee's authority.

(l) Neither the payment of the Rental Payments hereunder nor any portion thereof is (i) secured by any interest in property used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code) or in payments in respect of such property or (ii) derived from payments in respect of property, or borrowed money, used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code). No portion of the Equipment will be used directly or indirectly in any trade or business carried on by any non-exempt person (within the meaning of Section 103 of the Code).

(m) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation.

(n) Lessee will use the proceeds of this Agreement as soon as practicable and with all reasonable dispatch for the purpose for which this Agreement has been entered into. No part of the proceeds of this Agreement will be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of this Agreement, would have caused any portion of this Agreement to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the applicable regulations of the Treasury Department.

(o) Lessee has never failed to pay payments coming due under any bond issue, lease purchase agreement or other indebtedness obligation of Lessee.

(p) The useful life of the Equipment will not be less than the Lease Term.

(q) The application, statements and credit or financial information submitted by Lessee to Lessor are true and correct and made to induce Lessor to enter into this Agreement and the escrow agreement, and Lessee has experienced no material change in its financial condition since the date(s) of such information.

(r) Lessee has provided Lessor with audited financial statements through June 30, _____. Lessee has experienced no material change in its financial condition or in the revenues expected to be utilized to meet Rental Payments due under the Agreement since June 30, _____.

(s) Lessee will pay the excess (if any) of the actual costs of acquiring the Equipment under the Agreement over the amount deposited by Lessor in the escrow fund, if any, established under any related escrow agreement and interest earnings thereon.

(t) Lessee has established or will have established as of the Closing Date, the Rental Payment Fund in accordance with the Act for the purpose of paying the Rental Payments.

Section 3. Certification as to Arbitrage. Lessee hereby represents as follows:

(a) The estimated total costs of the Equipment, together with any costs of entering into this Agreement that are expected to be financed under this Agreement, will not be less than the total principal portion of the Rental Payments.

(b) The Equipment has been ordered or is expected to be ordered within six months of the Closing Date, and the Equipment is expected to be delivered and installed, and the Vendors fully paid, within eighteen months of the Closing Date.

(c) The Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments, except for ordinary repair and replacement.

(d) To the best of our knowledge, information and belief, the above expectations are reasonable.

Section 4. Lease of Equipment. Lessor hereby demises, leases and lets the Equipment to Lessee, and Lessee rents, leases and hires the Equipment from Lessor, in accordance with the provisions of this Agreement, for the Lease Term.

Section 5. Lease Term. The term of this Agreement will commence on the Closing Date and will terminate when all amounts due and payable under this Agreement have been paid in full, unless Lessee has terminated this Agreement pursuant to Section 6 or Section 31 hereof.

Section 6. Termination of Lease Term. The Lease Term will terminate upon the earliest of any of the following events:

(a) the exercise by Lessee of the option to purchase the Equipment under the provisions of Section 31 and payment of the Purchase Price and all amounts payable in connection therewith;

(b) a default by Lessee and Lessor's election to terminate this Agreement under Section 36 hereof; or

(c) the payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder during the Lease Term.

Section 7. Reserved.

Section 8. Reserved.

Section 9. Rental Payments. Lessee will pay Rental Payments, exclusively from legally available Pledged Energy Cost Savings Revenues deposited in the Rental Payment Fund and any funds received from any financial guaranty delivered in connection with any or all of the Energy Savings Agreements as is necessary to pay applicable Rental Payments, in lawful money of the United States of America to Lessor in the amounts and on the dates set forth on the Payment Schedule. Rental Payments will be in consideration for Lessee's use of the Equipment during the fiscal year in which such payments are due. Any Rental Payment not received on or before its due date will bear interest at the rate of 10% per annum or the maximum amount permitted by law, whichever is less, from its due date. Lessee hereby pledges the amount in the Rental Payment Fund to the payment of all amounts due hereunder.

In the event that it is determined that any of the interest components of Rental Payments may not be excluded from gross income for purposes of federal income taxation, Lessee agrees to pay to Lessor from legally available Pledged Energy Cost Savings Revenues promptly after any such determination and on each Rental Payment Date thereafter an additional amount determined by Lessor to compensate Lessor for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive absent manifest error.

Section 10. Energy Cost Savings Constitute Special Funds of Lessee; Rental Payment Fund.

(a) This Agreement, together with Rental Payments and other obligations of the Lessee hereunder, constitutes a special, limited obligation of the Lessee, payable solely from the Pledged Energy Cost Savings Revenues as provided in the Ordinance; and this Agreement shall not constitute a general obligation of the Lessee or the State, and the Lessor may not look to any general or other fund of the Lessee for payment of the obligations hereunder. Nothing contained in this Agreement or the Ordinance, or any other instruments, shall be construed as obligating the Lessee (except with respect to the application of the Pledged Energy Cost Savings Revenues), as incurring a pecuniary liability or a charge upon the general credit of the Lessee or against its taxing power, nor shall a breach of any agreement contained in this Agreement, the Ordinance or any other instrument impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power. This Agreement shall never constitute an indebtedness of the Lessee within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Lessee or a charge against its general credit or taxing power. Nothing herein shall prevent the Lessee from applying other funds of the Lessee legally available therefor to payments required hereunder, in its sole and absolute discretion.

(b) Notwithstanding anything in this Agreement to the contrary, in any fiscal year amounts in the Rental Payment Fund equal the aggregate Rental Payments due in such fiscal year, Lessee may withdraw any excess amounts which may be used for any lawful purpose of Lessee.

Section 11. Interest Component. As set forth on the Payment Schedule, a portion of each Rental Payment is paid as, and represents payment of, interest. Interest shall be computed on the basis of a 360 day year and 90 day quarters at _____% percent per annum.

Section 12. Rental Payments to be Unconditional. Except as provided in Section 10 hereof, the obligations of Lessee to make Rental Payments (but only from and to the extent of legally available Pledged Energy Cost Savings Revenues) and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the equipment or any accident, condemnation or unforeseen circumstances.

Section 13. Delivery, Installation and Acceptance of the Equipment. Lessee will order the Equipment, cause the Equipment to be delivered and installed at the locations specified in Exhibits A-1 and A-2, pursuant to the Energy Savngs Agreements, and pay any and all delivery and installation costs in connection therewith. When the Equipment has been delivered and installed, Lessee will immediately accept the Equipment, subject to the provisions of the Energy Savings Agreements, and evidence said acceptance by executing and delivering to Lessor an acceptance certificate in form and substance acceptable to Lessor. After the it has been installed, the Equipment will not be moved from the locations specified in Exhibits A-1 and A-2 without Lessor's consent, which consent will not be unreasonably withheld.

Section 14. Enjoyment of Equipment. Lessor hereby covenants to provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term, and Lessee will peaceably and

quietly have and hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement.

Section 15. Right of Inspection. Lessor will have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 16. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee will obtain all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided, however, that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under this Agreement.

Section 17. Maintenance of Equipment. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition. Lessor will have no responsibility to maintain, or repair or to make improvements or additions to the Equipment.

Section 18. Title to the Equipment. During the Lease Term, title to the Equipment and any and all additions, repairs, replacements or modifications will vest in Lessee, subject to the rights of Lessor under this Agreement; provided that title will thereafter immediately and without any action by Lessee vest in Lessor, and Lessee will immediately surrender possession of the Equipment to Lessor upon (a) any termination of this Agreement other than termination pursuant to Section 31 or (b) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section will occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee will, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer. Lessee irrevocably designates, makes, constitutes and appoints Lessor and its assignee as Lessee's true and lawful attorney (and agent-in-fact) with power, at such time of termination or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee's or Lessor's or such assignee's name, to endorse the name of Lessee upon any bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor.

Section 19. Security Interest. To secure the payment of all of Lessee's obligations under this Agreement and to the extent permitted by law, Lessor retains a security interest constituting a first lien on the Equipment and on all additions, attachments and accessions thereto and substitutions therefor and proceeds therefrom. Lessee agrees to execute such additional documents in form satisfactory to Lessor, that Lessor deems necessary or appropriate to establish and maintain its security interest. Lessee agrees that financing statements may be filed with respect to the security interest in the Equipment.

As further security therefor, Lessee grants to Lessor a first priority security interest in the cash and negotiable instruments from time to time comprising the escrow fund, if any, established under any related escrow agreement and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party.

Section 20. Personal Property. Lessor and Lessee agree that the Equipment is and will remain personal property. The Equipment will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to such real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

Section 21. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee will keep the Equipment free and clear of all liens, charges and encumbrances, except those created under this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all property taxes and other similar charges. If the use, possession or acquisition of the Equipment is found to be subject to taxation in any form, Lessee will pay all taxes and governmental charges lawfully assessed or levied against or with respect to the Equipment. Lessee will pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee will pay such taxes and charges as the same become due; provided that, with respect to any such taxes and charges that may lawfully be paid in installments over a period of years, Lessee will be obligated to pay only such installments that accrue during the Lease Term.

Section 22. Insurance. At its own expense, Lessee will maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Price of the Equipment, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b). Lessee shall also cause each Vendor to provide to Lessor a payment and performance bond naming Lessor as a dual obligee with Lessee and issued by a surety company rated "A" or better by AM Best. All insurance proceeds from casualty losses will be payable as hereinafter provided. Lessee will furnish to Lessor certificates evidencing such coverage throughout the Lease Term.

All such casualty and liability insurance will be with insurers that are acceptable to Lessor, will name Lessor as a loss payee and an additional insured and will contain a provision to the effect that such insurance will not be cancelled or modified materially without first giving written notice thereof to Lessor at least ten days in advance of such cancellation or modification. All such casualty insurance will contain a provision making any losses payable to Lessee and Lessor, as their respective interests may appear.

Section 23. Advances. In the event Lessee fails to maintain the insurance required by this Agreement, pay taxes or charges required to be paid by it under this Agreement or fails to keep the Equipment in good repair and operating condition, Lessor may (but will be under no obligation to) purchase the required policies of insurance and pay the cost of the premiums on the thereof, pay such taxes and charges and make such Equipment repairs or replacements as are necessary and pay the cost thereof. All amounts so advanced by Lessor will become additional rent. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 10% per annum or the maximum permitted by law, whichever is less.

Section 24. Financial Information. Within 270 days after the end of each fiscal year, Lessee will provide Lessor with current financial statements, budgets and such other financial information relating to the ability of Lessee to continue this Agreement as may be requested by Lessor.

Section 25. Release and Indemnification. From and to the extent of legally available Pledged Energy Cost Savings Revenues, to the extent permitted by law, Lessee will indemnify, protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith (including, without limitation, counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into this Agreement, (b) the ownership of any item of the Equipment, (c) the manufacturing, ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury or death to any person or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph will continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

Section 26. Risk of Loss. Lessee assumes, from and including the Closing Date, all risk of loss of or damage to the Equipment from any cause whatsoever. No such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof will relieve Lessee of the obligation to make Rental Payments or to perform any other obligation under this Agreement, from and to the extent of Pledged Energy Cost Savings Revenues.

Section 27. Damage, Destruction, Condemnation; Use of Proceeds. If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Equipment or any part thereof or the interest of Lessee or Lessor in the Equipment or any part thereof will be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment, unless Lessee has exercised its option to purchase the Equipment pursuant to Section 31 hereof. Any balance of the Net Proceeds remaining after such work has been completed will be paid to Lessee.

Section 28. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 27 hereof, Lessee will either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Lessor's interest in the Equipment pursuant to Section 31 hereof. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing the Equipment will be retained by Lessee. If Lessee will make any payments pursuant to this Section, Lessee will not be entitled to any reimbursement therefor from Lessor nor will Lessee be entitled to any diminution of the amounts payable under Section 9 hereof.

Section 29. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE EQUIPMENT OR AGAINST INFRINGEMENT, OR ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OR MAINTENANCE OF ANY EQUIPMENT OR SERVICES PROVIDED FOR IN THIS AGREEMENT.

Section 30. Vendors' Warranties. Lessee may have rights under the Energy Savings Agreements evidencing the purchase of the Equipment; Lessee is advised to contact each Vendor for a description of any such rights. Lessee hereby assigns to Lessor during the Lease Term all warranties running from Vendor to Lessee. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee will not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Equipment that Lessor may have against the Vendor. Lessee's sole remedy for the breach of any such warranty, indemnification or representation will be against the applicable Vendor, and not against Lessor. Any such matter will not have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or availability of such warranties by any of the Vendors.

Section 31. Purchase Option. Lessee will have the option to purchase the Equipment, upon giving written notice to Lessor at least 30 days before the date of purchase, at the following times and upon the following terms:

(a) On any Rental Payment Date on and after _____., upon payment in full of the Rental Payment then due hereunder plus all other amounts due hereunder plus the then-applicable Purchase Price to Lessor;

(b) In the event of substantial damage to or destruction or condemnation (other than by Lessee or any entity controlled by or otherwise affiliated with Lessee) of substantially all of the Equipment, on the day Lessee specifies as the purchase date in Lessee's

notice to Lessor of its exercise of the purchase option, upon payment in full of the Rental Payment and all other amounts then due hereunder plus (i) the Purchase Price designated on the Payment Schedule for such purchase date if such purchase date is a Rental Payment Date or the Purchase Price for the immediately preceding Rental Payment Date if such purchase date is not a Rental Payment Date, and (ii) if such day is not a Rental Payment Date, an amount equal to the portion of the interest component of the Rental Payment scheduled to come due on the following Rental Payment Date accrued from the immediately preceding Rental Payment Date to such purchase date, computed on the basis of a 360-day year of four ninety (90) day quarters; or

(c) In the event monies remain in any escrow fund established under an escrow agreement, upon receipt by the escrow agent under such escrow agreement of a duly executed certificate of acceptance and payment request identified as the final such request, the remaining monies in such escrow fund shall, first be applied to all reasonable fees and expenses incurred by such escrow agent, if applicable, in connection with such escrow fund as evidenced by its statement forwarded to Lessor and Lessee; and, second be paid to Lessor, for application against the outstanding principal components of Rental Payments, including prepayment of Rental Payments hereunder, unless Lessor directs that payment of such amount be made in such other manner that, in the opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes. If any such amount is applied against the outstanding principal components of Rental Payments, the Payment Schedule attached hereto will be revised accordingly.

Upon the exercise of the option to purchase set forth above, title to the Equipment will be vested in Lessee, free and clear of any claim by or through Lessor.

Section 32. Determination of Fair Purchase Price. Lessee and Lessor hereby agree and determine that the Rental Payments hereunder represent the fair value of the use of the Equipment and that the amount required to exercise Lessee's option to purchase the Equipment pursuant to Section 31 hereof represents, as of the date of exercise of such option, the fair purchase price of the Equipment. Lessee hereby determines that the Rental Payments do not exceed a reasonable amount so as to place Lessee under a practical economic compulsion to renew this Agreement or to exercise its option to purchase the Equipment hereunder. In making such determinations, Lessee and Lessor have given consideration to (a) the costs of the Equipment, (b) the uses and purposes for which the Equipment will be employed by Lessee, (c) the benefit to Lessee by reason of the acquisition and installation of the Equipment and the use of the Equipment pursuant to the terms and provisions of this Agreement, and (d) Lessee's option to purchase the Equipment. Lessee hereby determines and declares that the acquisition and installation of the Equipment and the leasing of the Equipment pursuant to this Agreement will result in equipment of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition and installation of the Equipment were performed by Lessee other than pursuant to this Agreement. Lessee hereby determines and declares that the Lease Term does not exceed 120% the useful life of the Equipment.

Section 33. Assignment by Lessor. Lessor's interest in, to and under this Agreement and the Equipment may be assigned and reassigned in whole or in part to one or more assignees

by Lessor without the necessity of obtaining the consent of Lessee; provided that any assignment will not be effective against Lessee until (a) Lessee has received written notice of the name and address of the assignee and (b) in the event that such assignment is made to a bank or trust company for holders of certificates representing interests in this Agreement, such bank or trust company agrees to maintain, or cause to be maintained, a register by which a record of the names and addresses of such holders as of any particular time is kept and agrees, upon request of Lessee, to furnish such information to Lessee. Lessee will retain all such notices as a register of all assignees and will make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interest in the Equipment and in this Agreement and agrees to the filing of financing statements with respect to the Equipment and this Agreement. Lessee will not have the right to and will not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may have against Lessor.

Section 34. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Agreement and the Equipment may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Equipment if Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Equipment will be subject to this Agreement and the rights of Lessor in, to and under this Agreement and the Equipment.

Section 35. Events of Default Defined. Any of the following will be "Events of Default" under this Agreement:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subsection (a) of this Section 35, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to Lessee by Lessor, unless Lessor will agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance will prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any provision of this Agreement will at any time for any reason cease to be valid and binding on Lessee, or will be declared to be null and void, or the validity or enforceability thereof will be contested by Lessee or any governmental agency or authority if the

loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee will deny that it has any further liability or obligation under this Agreement;

(e) Lessee will (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree will be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree will continue unstayed and in effect for any period of 30 consecutive days.

Section 36. Remedies on Default. Whenever any Event of Default exists, Lessor will have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the Lease Term to be due;

(b) With or without terminating this Agreement, Lessor may enter the premises where the Equipment is located and retake possession of the Equipment or require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor at a place specified by Lessor, and sell or lease the Equipment or, for the account of Lessee, sublease the Equipment, holding Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee hereunder plus the applicable Purchase Price, and (ii) the net proceeds of any such sale, lease or sublease (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation, all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees) provided that the amount of Lessee's liability under this subparagraph (a) shall not exceed the Rental Payments and other amounts otherwise due hereunder plus the remaining Rental Payments and other amounts payable by Lessee to the end of the Lease Term; and

(c) Lessor may take whatever other action at law or in equity, including mandamus, as may appear necessary or desirable to enforce its rights as the owner of the Equipment.

In addition, Lessee will remain liable for all covenants and indemnities under this Agreement and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

Section 37. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy will be cumulative and will be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Agreement it will not be necessary to give any notice, other than such notice as may be required in this Agreement.

Section 38. WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN RESOLVING ANY CLAIM OR COUNTERCLAIM RELATING TO OR ARISING OUT OF THIS AGREEMENT.

Section 39. Notices. All notices, certificates or other communications hereunder will be sufficiently given and will be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto will designate in writing to the other for notices to such party), to any assignee at its address as it appears on the register maintained by Lessee.

Section 40. Binding Effect. This Agreement will inure to the benefit of and will be binding upon Lessor and Lessee and their respective successors and assigns.

Section 41. Severability. In the event any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section 42. Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee.

Section 43. Amendments. This Agreement may be amended, changed or modified in any manner by written agreement of Lessor and Lessee. Any waiver of any provision of this Agreement or any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from inaction, course of dealing or otherwise.

Section 44. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

Section 45. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 46. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State.

Section 47. Electronic Transactions. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 48. Role of Lessor. Lessor has not acted and will not act as a fiduciary for Lessee or as Lessee's agent or municipal advisor. Lessor has not and will not provide financial, legal, tax, accounting or other advice to Lessee or to any financial advisor or placement agent engaged by Lessee with respect to this Agreement. Lessee, its financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Agreement from its own advisors (including as it relates to structure, timing, terms and similar matters).

[SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their corporate names by their duly authorized officers as of the date first above written.

LESSOR:

By: _____
Name:
Title:

Address:

CITY OF SANTA FE, NEW MEXICO

By: _____
Name: _____
Title: _____

Address: 200 Lincoln Avenue
Santa Fe, NM 87501

EXHIBIT A-1 TO
EQUIPMENT LEASE-PURCHASE AGREEMENT

EQUIPMENT SCHEDULE

Description of Equipment and Related Labor, Equipment and Materials Costs (exclusive of gross receipts and compensating tax):

FIM No.	FIM Name	**Labor, Equipment and Material Costs**
1.00	LED Lighting	$2,222,159
2.00	Renewable Energy	$7,167,913
3.00	Water Conservation	$ 173,807
4.00	Building Envelope	$ 206,170
5.00	HE Transformers	$ 199,171
6.00	Utility Management	$ 0
7.00	GCCC Solar Carport Repairs	$ 155,730
8.00	Roof Replacement	$ 199,918

Locations:
The Equipment will be located at the following locations:

Location of Installation of Equipment Item	Equipment Item
Bicentennial / Alto Park Complex	LED Lighting
	Renewable Energy
	Water Conservation
	Building Envelope
	HE Transformers
Fire Station No. 8	LED Lighting
	Renewable Energy
	Water Conservation
	Building Envelope
Fort Marcy Recreation Complex	LED Lighting
	Water Conservation
	Building Envelope
Genoveva Chavez Community Center	LED Lighting
	Water Conservation

Commented [PLF1]: Are these limited to solar panels and related equipment? More detailed description needed.

Commented [PLF2]: Detail re: quantities and more specific locations within Complex needed

Commented [PLF3]: More description of equipment, and specific location of installation within/on Complex needed

Commented [PLF4]: More description of equipment, and specific location of installation within/on Complex needed

Commented [PLF5]: More detailed description of equipment/repairs, and specific locations in Complex needed

Commented [PLF6]: More detail re: specific locations in Complex needed

Commented [PLF7]: Detail re: quantities and more specific locations within Complex needed

Commented [PLF8]: More description of equipment, and specific location of installation within/on Complex needed

Commented [PLF9]: More description of equipment, and specific location of installation within Complex needed

Commented [PLF10]: More detailed description of equipment/repairs, and specific locations in Complex needed

Commented [PLF11]: Detail re: quantities and more specific locations within Complex needed

Commented [PLF12]: Detail re: quantities and more specific locations within Complex needed

Commented [PLF13]: More detailed description of equipment/repairs, and specific locations in Complex needed

Commented [PLF14]: Detail re: quantities and more specific locations within Complex needed

Commented [PLF15]: See immediately preceding comment

	Building Envelope	**Commented [PLF16]:** More detailed description of equipment/repairs, and specific locations in Complex needed
	Solar Repair	**Commented [PLF17]:** More detail re: locations of repairs in GCCC needed.
La Familia Medical Center	LED Lighting	**Commented [PLF18]:** Detail re: quantities and more specific locations within Complex needed
	Water Conservation	**Commented [PLF19]:** Detail re: quantities and more specific locations within Complex needed
	Building Envelope	**Commented [PLF20]:** More detailed description of equipment/repairs, and specific locations in Complex needed
Police Department- Admin.	LED Lighting	**Commented [PLF21]:** Detail re: quantities and more specific locations within Complex needed
	Renewable Energy	**Commented [PLF22]:** More description of equipment, and specific location of installation within/on Complex needed
	Water Conservation	**Commented [PLF23]:** More description of equipment, and specific location of installation within/on Complex needed
	Building Envelope	**Commented [PLF24]:** More detailed description of equipment/repairs, and specific locations in Complex needed
Public Library- Main	LED Lighting	**Commented [PLF25]:** Detail re: quantities and more specific locations within Complex needed
	Water Conservation	**Commented [PLF26]:** More description of equipment, and specific location of installation within/on Complex needed
	Building Envelope	**Commented [PLF27]:** More detailed description of equipment/repairs, and specific locations in Complex needed
Public Library- Southside	LED Lighting	**Commented [PLF28]:** Detail re: quantities and more specific locations within Complex needed
	Renewable Energy	**Commented [PLF29]:** More description of equipment, and specific location of installation within/on Complex needed
	Water Conservation	**Commented [PLF30]:** More description of equipment, and specific location of installation within/on Complex needed
	Building Envelope	**Commented [PLF31]:** More detailed description of equipment/repairs, and specific locations in Complex needed
	HE Transformers	**Commented [PLF32]:** More detail re: specific locations in Complex needed
		Commented [PLF33]: Detail re: quantities and more specific locations within Complex needed
Salvador Perez Swimming Pool	LED Lighting	**Commented [PLF34]:** More description of equipment, and specific location of installation within/on Complex needed
	Water Conservation	**Commented [PLF35]:** More detailed description of equipment/repairs, and specific locations in Complex needed
	Building Envelope	**Commented [PLF36]:** More description of equipment, and specific location of installation within/on Complex needed
		Commented [PLF37]: Detail re: quantities and more specific locations within Complex needed
Sandoval Parking Garage	Water Conservation	**Commented [PLF38]:** More description of equipment, and specific location of installation within/on Complex needed
		Commented [PLF39]: More detailed description of
Santa Fe Convention Center	LED Lighting	**Commented [PLF40]:** Detail re: quantities and more specific
	Water Conservation	**Commented [PLF41]:** More description of equipment, and
	Building Envelope	**Commented [PLF42]:** More detailed description of
		Commented [PLF43]: Detail re: quantities and more specific
Santa Fe Regional Airport	LED Lighting	**Commented [PLF44]:** More description of equipment, and
	Renewable Energy	**Commented [PLF45]:** More detailed description of
	Building Envelope	**Commented [PLF46]:** Detail re: quantities and more specific
Siler Complex	LED Lighting	
	Water Conservation	
	Building Envelope	
Siringo Complex	LED Lighting	

	Water Conservation	**Commented [PLF47]:** More description of equipment, and specific location of installation within/on Complex needed
	Building Envelope	**Commented [PLF48]:** More detailed description of equipment/repairs, and specific locations in Complex needed
Southside Transit Center	Renewable Energy	**Commented [PLF49]:** More description of equipment, and specific location of installation within/on Complex needed
Transit Administration	LED Lighting	**Commented [PLF50]:** Detail re: quantities and more specific locations within Complex needed
	Water Conservation	**Commented [PLF51]:** More description of equipment, and specific location of installation within/on Complex needed
	Building Envelope	**Commented [PLF52]:** More detailed description of equipment/repairs, and specific locations in Complex needed
	HE Transformers	**Commented [PLF53]:** More detail re: specific locations in Complex needed
Canyon Road Water Treatment Plant	Water Conservation	**Commented [PLF54]:** More description of equipment, and specific location of installation within/on Complex needed
	Building Envelope	**Commented [PLF55]:** More detailed description of equipment/repairs, and specific locations in Complex needed
	HE Transformers	**Commented [PLF56]:** More detail re: specific locations in Complex needed
	Replace Roof	**Commented [PLF57]:** Detail re: quantities and more specific locations within Complex needed
Santa Fe Water Department Office	LED Lighting	**Commented [PLF58]:** More description of equipment, and specific location of installation within/on Complex needed
	Water Conservation	**Commented [PLF59]:** More detailed description of equipment/repairs, and specific locations in Complex needed
	Building Envelope	**Commented [PLF60]:** Detail re: quantities and more specific locations within Complex needed
		Commented [PLF61]: More detail re: specific locations in Complex needed
Wastewater Treatment Plant	LED Lighting	**Commented [PLF62]:** Detail re: quantities and more specific locations within Complex needed
	HE Transformers	**Commented [PLF63]:** More description of equipment, and specific location of installation within/on Complex needed
		Commented [PLF64]: Detail re: quantities and more specific locations within Complex needed
10M Gallon Tank	LED Lighting	**Commented [PLF65]:** More description of equipment, and specific location of installation within/on Complex needed
	Renewable Energy	**Commented [PLF66]:** More description of equipment, and specific location of installation within/on Complex needed
Buckman Booster Station #1	LED Lighting	**Commented [PLF67]:** More description of equipment, and specific location of installation within/on Complex needed
	Renewable Energy	**Commented [PLF68]:** Detail re: quantities and more specific locations within Complex needed
		Commented [PLF69]: Detail re: quantities and more specific locations within Complex needed
Buckman Booster Station #3 and Well #13	Renewable Energy	**Commented [PLF70]:** More description of equipment, and specific location of installation within/on Complex needed
		Commented [PLF71]: Detail re: quantities and more specific locations within Complex needed
Buckman Booster Station #4	Renewable Energy	**Commented [PLF72]:** More description of equipment, and specific location of installation within/on Complex needed
		Commented [PLF73]: Detail re: quantities and more specific locations within Complex needed
Buckman Well #1	LED Lighting	
Buckman Well #10	LED Lighting	
	Renewable Energy	
Camino La Canada	LED Lighting	
	Renewable Energy	
Cristo Rey Church	LED Lighting	

Dempsey Booster Station	LED Lighting
Well Los Montoyas	LED Lighting
	Renewable Energy
BDD Main	LED Lighting
BDD Booster Station #1A	LED Lighting
	Renewable Energy
BDD Booster Station #2A	LED Lighting
BDD Lift Station	LED Lighting
	Renewable Energy

Commented [PLF74]: Detail re: quantities and more specific locations within Complex needed

Commented [PLF75]: Detail re: quantities and more specific locations within Complex needed

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Commented [PLF79]: More description of equipment, and specific location of installation within/on Complex needed

Commented [PLF80]: Detail re: quantities and more specific locations within Complex needed

Commented [PLF81]: Detail re: quantities and more specific locations within Complex needed

Commented [PLF82]: More description of equipment, and specific location of installation within/on Complex needed

Vendor:

The Vendor for the Equipment is Yearout Energy Services, LLC.

This Equipment Schedule shall be deemed to be supplemented by the descriptions of the Equipment included in the Certificate of Acceptance and Payment Requests submitted to _____, as escrow agent, pursuant to the Escrow Agreement dated as of _____, 2021, among Lessor, Lessee and _____, as escrow agent, which descriptions shall be deemed to be incorporated herein.

EXHIBIT A-2 TO
EQUIPMENT LEASE-PURCHASE AGREEMENT

EQUIPMENT SCHEDULE

Description of Equipment and Related Installation and Materials Costs:

Locations:
The Equipment will be located at the following locations:

Equipment Item	Location of Installation of Equipment Item

Vendor:

The Vendor for the Equipment is .

This Equipment Schedule shall be deemed to be supplemented by the descriptions of the Equipment included in the Certificate of Acceptance and Payment Requests submitted to _____, as escrow agent, pursuant to the Escrow Agreement dated as of _____, 2021, among Lessor, Lessee and _____, as escrow agent, which descriptions shall be deemed to be incorporated herein.

EXHIBIT B TO
EQUIPMENT LEASE-PURCHASE AGREEMENT

PAYMENT SCHEDULE

Principal Amount: $_____
Interest Rate: ____%
Closing Date: _____, 2021
Rental payments will be made in accordance with **Section 9** and the attached Payment Schedule.

FIR No. 3306

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title: Solar Lease Purchase Agreement

Sponsor(s): Mayor Alan Webber, Councilors Lindell and Rivera

Reviewing Department(s): Public Works, Finance

Staff Completing FIR: Bradley Fluetsch, CFA Date: 1/15/2021 Phone: 955-6885

Reviewed by City Attorney: _____ Date: Jan 22, 2021

Reviewed by Finance Director: Mary McCoy Date: Feb 2, 2021

Summary:
This Ordinance authorizes the execution and delivery of a lease-purchase agreement between the City and (TBD) counterparty to pay up to $20,000,000 for acquiring, installing, and equipping the energy efficiency measures throughout the City, providing pledge of energy savings per the contracts with Yearout Energy Solutions Company, LLC and Dalkia Energy Solutions, LLC.

Departments Affected:
Public Works, Finance

Consequences of Not Enacting Legislation:
Without this financing package, the City would be forced to use its bond capacity to implement these projects and would forego the opportunity to leverage the energy savings to finance the capital expenditures. The other alternative would be to forego the projects and not achieve the energy savings or the safety or environmental benefits as stated in its companion legislation.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This legislation has two companion pieces of legislation, an Ordinance approving the Global Management Performance contract with Dalkia Energy Solutions, LLC for upgrades to the City's streetlights and an ordinance accepting the investment grade energy audit and Energy Performance Contract with Yearout Energy Solutions Company, LLC.

Performance and Administrative Implications:
Finance staff will need to insure that the energy savings is budgeted in the special revenue fund where the semi-annual debt service will be made from. Monitoring of the actual energy savings relative to the guarantee of the Yearout agreement will be a necessary administrative burden. The energy savings from the Dalkia Energy Solutions, LLC agreement will also need to be measured and quantified for the special revenue fund as well.

Fiscal Implications:
The City is taking advantage of low interest rates and leveraging the energy savings for this capital expenditure that improves the safety of the citizens and reduces the City's carbon footprint, with the majority of the savings guaranteed. This transaction does not impact the City's GRT or GO bond capacity.

Fiscal Impact:
The City locks in an energy savings that funds the debt service that purchases the capital equipment to generate the savings. With a significant portion of the savings guaranteed, there is little fiscal impact to the City. The impact is the improvement to public safety, reduction of the City's carbon footprint.

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and	$	$	$				
Benefits*							
Capital Outlay	$	$	$				
Contractual/	$	$	$				
Professional Services							
Operating	$	$	$				$
Total:	$	$	$				$

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 01/25/2021

ISSUE NO. 8E

Consideration of Bill No. 2021-____: An Ordinance Approving Lease-Purchase Agreement and Escrow Agreement with Sterling National Bank for the Purpose of Financing the Installation of Energy Efficiency Measures in City Facilities Pursuant to the Energy Savings Performance Contract with Yearout Energy Services, LLC and the Global Management Performance Contract with Dalkia Energy Solutions, LLC. (Mayor Alan Webber, Councilor Lindell and Councilor Rivera) (Brad Fluetsch, City of Santa Fe Cash and Investment Manager, bjfluetsch@santafenm.gov, 955-6885)

COMMITTEE REVIEW:
Public Works and Utilities Committee – 01/25/21
Governing Body (Request to Publish) – 01/27/21
Finance Committee – 02/15/21
Governing Body (Public Hearing) – 02/24/21

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 01/27/2021 Governing Body

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

11. DISCUSSION/ACTION ITEMS

d. **Request to Publish Notice of Public Hearing on February 24, 2021.**

Consideration of Bill No. 2021-____: An Ordinance Approving Lease-Purchase Agreement and Escrow Agreement with Sterling National Bank for the Purpose of Financing the Installation of Energy Efficiency Measures in City Facilities Pursuant to the Energy Savings Performance Contract with Yearout Energy Services, LLC and the Global Management Performance Contract with Dalkia Energy Solutions, LLC. (Mayor Alan Webber, Councilor Lindell and Councilor Rivera) (Brad Fluetsch, City of Santa Fe Cash and Investment Manager, bjfluetsch@santafenm.gov, 955-6885)

COMMITTEE REVIEW:

Public Works and Utilities Committee – 01/25/21
Governing Body (Request to Publish) – 01/27/21
Finance Committee – 02/15/21
Governing Body (Public Hearing) – 02/24/21

Name: Stefanie Beninato
Comment - 01/27/2021 10:42 AM: (No Vote)
What energy efficient systems will be installed? If it is up to Public Works to maintain then I think it is a mistake given the negligence in operating recreational facilities. There are solar panels already in place
What the city really needs to do is open the other recreational (wellness) centers (Ft Marcy and Salvador Perez) so there is more opportunity for our wellbeing. The city could also be lobbying the governor to allow one swimmer per lane at Chavez which has very wide short course lanes Just to share the utter negligence of the Public Works staff--yesterday the air temp in the pool area was 71 degrees--well below the 5 degree differential with the 83 degree water temp in the pool. Wheeler head of public works complained about the complexity of the system which has been in place for over 20 years (you would think that there would be institutional knowledge on how to operate it). One of her staff finally gave a date for the fix on the air temp heater at the pool--apparently it took several months for Public Works to get a purchase order approved to get the repair done. As a result the pool area now has serious rusting on its metal framed windows--due to the condensation from the too great air differential--tens of thousands of dollars to remediate the damage caused by the too little too late response of Public Works.
I agree that the city could have at least one more session in the evening (Chavez was open 5:30AM to 8:30 PM M-Th and open on Sundays. Why the Sunday cutback--who knows? Maybe ask the union. Meeting rec/wellness needs of its citizens apparently ranks way down there on the mayor's and city manager's list who have held up the opening of even Ft Marcy.
OH BTW when I asked about reopening one of those facilities I was told by Public Works staff that all the heaters in those two facilities were working. However it was the POOL heater that had not been properly installed or tested during the 2 plus years 2.5 million dollar renovation of Perez. How much negligence do we have to suffer from staff who seemingly will have a job no matter how negligent. Wheeler allowed THREE break ins at Perez during the renovation project before she decided to actually secure the bldg. This kind of negligence would only happen in city government.

City of Santa Fe, New Mexico
Memorandum

DATE: **December 23, 2020**

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

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

FROM: **Curt Temple, Facilities Division Project Administrator** CT

ACTION REQUESTED:
Approval of Amendment #1 to Service Contract 20-0263 with FacilityBUILD, Inc to increase compensation by $445,000 to a total of $900,000 including NMGRT for design/build services on a new restroom in downtown Santa Fe.; (Curt E. Temple, Facilities Division Project Administrator, cetemple@santafenm.gov, 505-955-5937 Office / 505-795-2439 Mobile)

BACKGROUND AND SUMMARY:
The City of Santa Fe contracted for design/build services for the development of a new public restroom facility at the Water Street Municipal Parking Lot, at 100 E. Water Street, on June 10, 2020. FacilityBuild, Inc was procured through state price agreement to provide comprehensive architectural and construction contractor design/build services that include existing conditions analysis, programming and recommendations, schematic design, historic review and design approval, design development, construction documents, permitting, construction and construction administration as required.

Partial funding for downtown restroom in the amount of $550,000 was appropriated by the legislature and the grant accepted by the City in July 2019. Based on conceptual design of the restrooms, it was determined that it would cost an estimated $900,000 to design and build a facility that met community and operational needs. Staff has secured additional funding from impact fees and is amending the design build contract for the expected full amount of the project. This contract amount includes $90,000 for unforeseen circumstances. The contract expiration date remains the same at 06/30/2022. The project is in schematic design and construction is estimated to complete near January 2022.

Contract History:

Amendment #1:
1. Add $445,500 including applicable NMGRT for a total not to exceed amount of $900,000 to incorporate additional funds from impact fees to meet current project estimate.

PROCUREMENT METHOD:
NM Statewide Price Agreement (NMSPA) #00-00000-20-00110, which expires on June 30, 2021.

CONTRACT NUMBER: FY20 Munis Contract Number 3201958

FUNDING SOURCE:
Fund Name/Number: FA183200B
Munis Org Name/Number: 3209980
Munis Object Name/Number: 572960 Design and Construction

Munis Contract # 3201958

CITY OF SANTA FE
AMENDMENT No. 1 TO
CONTRACT
ITEM# 20-0263

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE CONTRACT, dated June 10, 2020 the "Agreement"), between the City of Santa Fe (the "City") and FacilityBuild, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional design/construction services for the City of Santa Fe.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION

Article 3 of the Agreement is amended to increase the amount of compensation by a total of four hundred forty five thousand five hundred dollars ($445,500.00), including applicable gross receipts taxes and as described in Exhibit "A-1" attached hereto so that Article 3 reads in its entirety as follows:

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
01 Design/Build Services		$900,000.00

Unanticipated Cost Overruns:	U/I (unit of issue)	Price
01 10% Unanticipated Cost Overrun		$90,000.00

*In the event that the design/construction exceeds the deliverable amount, the City, at its discretion, may agree to pay additional compensation to the contractor in an amount less than or equal to 10% of the design/construction cost, $90,000.00.

The total compensation under this Agreement shall not exceed **$990,000.00 including applicable NMGRT (8.4375%).**

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Contract as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

Date:_____

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Dec 15, 2020 14:43 MST)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO BUDGET:

_____
MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: 3209980.572960 AL
AL

CONTRACTOR:

Cameron Kilcup
Digitally signed by Cameron Kilcup
DN: cn=Cameron Kilcup, o=FacilityBUILD, Inc., ou=Admin, email=camkilcup@facilitybuild.com, c=US
Date: 2020.12.22 16:59:59 -07'00'
_____
CAMERON KILCUP
PRESIDENT, FACILITYBUILD, INC.

Date: 12/22/2020

CRS #: 02-947637-00-2
Business License: 20-00110356

FacilityBUILD DESIGN BUILD ON-CALL

CONSTRUCTION Re-Design PROPOSAL based upon the 30% Construction Drawings

Date: 11/3/2020

RFE: 20-141

City of Santa Fe
CURT TEMPLE(FACILITIES PROJECT ADMINISTRATOR)
Po Box 909, 2651 Siringo Rd, Building E Santa Fe NM 87504

Cost Proposal Project Name: ***WATER STREET RESTROOMS AND INFORMATION BOOTH***

Procurement Contract: *State Pricing Agreement (SPA)*

Email address: cetemple@santafenm.gov

Telephone # (505) 955-5937

Physical Job Address: *100 EAST WATER STREET, SANTA FE NM 87501*

Plans and specifications provided by: *FACILITYBUILD, INC.*

Scope of Work:

After review of the plans by Lloyd & Associates Architects Dated 1/15/2020, Sheets HG001, HAD01, HAS01, HA101, HA102, HA201 and we have determined the construction cost will exceed the budget of $544,500 plus tax. To get into budget FacilityBUILD Inc. will need to redesign the project utilizing the drawings provided as a basis of design and as noted below;

Includes:

1) *The new design by FacilityBUILD Inc. will encompass as needed; design, construction, prevailing wages; performance and payment bonds; insurance; and permits.* ***2)*** *Revised plans will be developed as requested/directed by the owner. If owner's requested revisions exceed the agreed upon and not to exceed price further revisions in the scope of work (plan development) will be required prior to owner and contractor final agreement.* ***3)*** *Final design and construction cost will need be mutually agreed upon prior to proceeding to permit.*

Clarifications:

Final cost to be based upon final construction documents.
Lloyd & Associate services will not be part of the updated re-design.
The redesigned project will target the budget of $544,500.00 plus tax, which is a reduction in scope of about 30%.
No soils report was provided, one may be required to complete the design.
All items on the reference drawings are subject to revision, modification or elimination from the new scope of work.
In the event this project falls under Historical guidelines the designs may need historical society review and approval.
In the event the parties are unable to come to an agreement FacilityBUILD will be reimbursed for cost incurred, not to exceed 5% of the final construction cost.
All revisions in scope of work will be subject to the owners review and approval.

		Re-design & Construction Cost Not to Exceed	$829,971.18
NM GRT @	City of Santa Fe	*8.4375%*	$70,028.82
		TOTAL	**$900,000.00**

FacilityBUILD's Authorized Signature: *Renier Long* *rlong@facilitybuild.com* *date* 11/3/2020

Acceptance: The above scope of work, cost proposal and Services Agreement General Conditions are hereby accepted. You are authorized to do the work as specified. Costs are valid for 30 days.

Project Name: *WATER STREET RESTROOMS AND INFORMATION BOOTH*

Client Authorized Signature: _____ *date* _____

This agreement is the only agreement expressed or implied in which the work will be completed. The agreement takes precedent over any previous oral agreements and representations. See attached General Conditions on pages 3 and 4 of this proposal.

FacilityBUILD, Inc.
NM Contractors License: # 88676 - GB98, MM98, EE98, GA98, GF98, GF05 and GS04
5904 Florence Avenue NE, Albuquerque, NM 87113 Phone (505) 828-0060 Fax: (505) 823-0616
www.facilitybuild.com

EXHIBIT "A"-1

2020 12 15 Facility Build Water St

Final Audit Report 2020-12-15

Created:	2020-12-15
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGZXzsyFNuvZ7E-H7R9F54k6rIjWE7zG0

"2020 12 15 Facility Build Water St" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-12-15 - 9:20:51 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-12-15 - 9:21:13 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-12-15 - 9:42:25 PM GMT- IP address: 174.56.49.116

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-12-15 - 9:43:14 PM GMT - Time Source: server- IP address: 174.56.49.116

Agreement completed.
2020-12-15 - 9:43:14 PM GMT

ITEM # 20-0263

City of Santa Fe Contract
Design/Build Services for a Downtown Restroom Facility for the City of Santa Fe

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **FacilityBuild, Inc** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "You" and "your" refers **FacilityBuild, Inc** "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall perform all inclusive design/build services for the design and construction of a new restroom facility that will be located in the Water Street Parking Lot in downtown Santa Fe. This work will include architectural design, historic review, construction, adherence to prevailing wages, performance and payment bonds, insurance, permits and more particularly described in "Exhibit A" attached hereto and made a part thereof from **FacilityBuild, Inc**. This work is being procured via State Price Agreement #90-000-19-00057.

3. **Compensation**

The City shall pay to the Contractor in an amount that shall not exceed $544,500.00 including applicable New Mexico Gross Receipts Tax.

Deliverable item:	U/I (unit of issue)	Price
01 Design/Build Services		$502,132.57

The total compensation under this Agreement shall not exceed **$544,500.00 including applicable NMGRT (8.4375%).**

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City

shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on 6/30/2022. This Agreement shall not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **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.

7. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1. Except as otherwise provided in Paragraphs 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 Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

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

8. **Amendment**

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **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.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature,

this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

21. **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.

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

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

25. **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.

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

28. **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 Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

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

31. **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.

32. **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 Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in 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 Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement 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 Agreement; 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 Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

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

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

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

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

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

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

i. give the Contractor prompt written notice within 48 hours of any claim;

ii. allow the Contractor to control the defense of settlement of the claim; and

iii. 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:

i. 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;

ii. replace or modify the product or service so that it becomes non-infringing; or,

iii. 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.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may

suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or Interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Construction Contract Performance and Payment Bond.**

A. When a construction contract is awarded in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

(1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

(2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more.

42. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

J. Sam Burnett, Property Maintenance Manager
City of Santa Fe Public Works Dept.
2651 Siringo Road, Building E
Santa Fe, New Mexico 87504
jsburnett@santafenm.gov
505-955-5933

To Contractor:
Cameron Kilcup
President FacilityBuild, Inc
camkilcup@facilitybuild.com
505-828-0060
5904 Florence Ave, NE
Albuquerque, New Mexico 87113

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

43. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:

ALAN WEBBER
CITY MAYOR

DATE: 6/16/2020

CONTRACTOR:

CAMERON KILCUP
PRESIDENT FACILITY BUILD, INC

DATE: 6/11/2020

CRS# 02-947637-00-2

Registration # 20-00110356

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK GB 6/10/20

CITY ATTORNEY'S OFFICE:

4/24/20

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY MCCOY
FINANCE DIRECTOR

Business Unit Line Item:

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: FacilityBuild, Inc.

Procurement Title: Contract Amendment #1 with FacilityBuild, Inc. for Design/Build Services for a new Downtown Restroom Facility

Procurement Method: State Price Agreement ☒ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

Exempt ☐ *Request For Proposal (*RFP) ☐ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting Public Works, Facilities Staff Name Curt Temple

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☒	☐	State Price Agreement
☐	☒	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☒	☐	All documentation presented to Committees
☐	☐	Other: _____

Curt Temple — Project Administrator — 12/24/2020

Department Rep Printed Name (attesting that all information included) — Title — Date

Fran Dunaway

Fran Dunaway (Jan 27, 2021 09:14 MST)

Purchasing Officer (attesting that all information is reviewed) — Title — Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT or CONTRACT AMENDMENT ☑

2 Name of Contractor FacilityBuild, Inc

3 Complete information requested

Plus ☐ RT

Inclu☑ e of GRT

Original Contract Amount: $544,500.00

Termination Date: June 30, 2022

Approved by Council Date: June 10, 2020

☐ or by City Manager Date:

Contract is for: Design/Build of Water Street Restroom Facility

Amendment # 1 to the Original Contract# 3201958

Increase/(Decrease) Amount $ $445,500.00

Extend Termination Date to: June 30, 2022

Approved by Council Pending

☐ or by City Manager Date:

Amendment is for: Additional funds to complete construction of public restrooms

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments)

☐ Plus GRT

☐ Inclusive of G

Amount $ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ $990,000.00

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other State Price Agreement 00-00000-20-00110

6 **Procurement History:** First year of Two (2) year contract
example: (First year of 4 year contract)

Fran Dunaway
Fran Dunaway (Jan 27, 2021 09:14 MST)

Purchasing Officer Review

Comments or Exceptions:

7 **Funding Source:** FA 183200B **BU/Line Item:** 3209980.572960

Alexis Lotero
Alexis Lotero (Jan 27, 2021 08:44 MST)

Budget Officer Approval

Comments or Exceptions: _____

8 **Any out-of-the ordinary or unusual issues or concerns:**

_____

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Curt Temple

Phone # 505-955-5937

10 **Certificate of Insurance attached.** (if original Contract) ☑

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

DocuSign Envelope ID: 788799FE-DE50-4575-B5F4-3C03A6930CE9

GSD/PD (Rev. 01/11)

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor **(45) Vendors** **Telephone:**

Price Agreement Number**:** **00-00000-20-00110**

Price Agreement Amendment No**.:** **One**

Term**:** **July 1, 2020 – June 30, 2021**

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

Procurement Specialist**:** **Michael Saavedra** MS

Telephone No**.:** **(505) 827-0610**

Email: **Michael.Saavedra@state.nm.us**

Title**: General Construction Services - Statewide**

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

This amendment is issued to reflect the following effective immediately:

Add two vendors to the Price Agreement.

See Attached pages for vendor information and pricing.

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

Accepted for the State of New Mexico

Valerie Paulk

Mark Hayden, New Mexico State Purchasing Agent

Date: 07/20/20

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

JDL

DocuSign Envelope ID: 788799FE-DE50-4575-B5F4-3C03A6930CE9

Vendor
(BR) 0000049445
ESA Construction, Inc.
3435 Girard Blvd. NE
Albuquerque, NM 87107
(505) 884-2171
spannell@esaconstruction.com

Payment Terms: Net 30

Delivery: As required by contracts or purchase orders

(BS) 0000138553
Nine Degrees Construction, LLC
101 Maguey Ct. Suite 2
Sunland Park, NM 88063
(915) 526-8739
cesarm@nine-degrees.com

Payment Terms: Net 30

Delivery:

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
001	1	Hr.	Projects UNDER Sixty Thousand ($60,000.00) Superintendent, regular hours			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$70.00	$70.00	$70.00	$70.00	
(BS)			$61.25	$51.75	$56.50	

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
002	1	Hr.	Projects UNDER Sixty Thousand ($60,000.00) Superintendent, after hours			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$70.00	$70.00	$70.00	$70.00	
(BS)			$72.25	$72.25	$72.25	

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
003	1	Hr.	Projects UNDER Sixty Thousand ($60,000.00) Journeyman or Experienced Worker, regular hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$54.00	$54.00	$54.00	$54.00	
(BS)			$46.25	$46.25	$46.25	

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Item	**Approx. Qty.**	**Unit**	**Article and Description**			
004	1	Hr.	Projects UNDER Sixty Thousand ($60,000.00) Journeyman or Experienced Worker, after hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$72.00	$72.00	$72.00	$72.00	
(BS)			$50.30	$50.30	$50.30	

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
005	1	Hr.	Projects UNDER Sixty Thousand ($60,000.00) Laborer, regular hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$38.00	$38.00	$38.00	$38.00	
(BS)			$32.20	$32.20	$32.20	

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
006	1	Hr.	Projects UNDER Sixty Thousand ($60,000.00) Laborer, after hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$45.00	$45.00	$45.00	$45.00	
(BS)			$40.10	$40.10	$40.10	

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
007	1	Hr.	Projects OVER Sixty Thousand ($60,000.00) Superintendent, regular hours.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$70.00	$70.00	$70.00	$70.00	
(BS)			$61.25	$51.75	$56.50	

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
008	1	Hr.	Projects OVER Sixty Thousand ($60,000.00) Superintendent, after hours			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$70.00	$70.00	$70.00	$70.00	
(BS)			$72.25	$72.25	$72.25	

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Item	**Approx. Qty.**	**Unit**	**Article and Description**			
009	1	Hr.	Projects OVER Sixty Thousand ($60,000.00) Journeyman or Experienced Worker, regular hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$54.00	$54.00	$54.00	$54.00	
(BS)			$46.25	$46.25	$46.25	

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
010	1	Hr.	Project OVER Sixty Thousand ($60,000.00) Journey or Experienced Worker, after hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$72.00	$72.00	$72.00	$72.00	
(BS)			$50.30	$50.30	$50.30	

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
011	1	Hr.	Project OVER Sixty Thousand ($60,000.00) Laborer, regular hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$38.00	$38.00	$38.00	$38.00	
(BS)						

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
012	1	Hr.	Project OVER Sixty Thousand ($60,000.00) Laborer, after hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$45.00	$45.00	$45.00	$45.00	
(BS)			$40.10	$40.10	$40.10	

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Item	Approx. Qty.	Unit	Article and Description
013	1	Hr.	Diagnosis, project estimates, troubleshooting, other

Vendor:	Unit Price
(BR)	$0.00
(BS)	$0.00

Item	Approx. Qty.	Unit	Article and Description
014		%	Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered.

Vendor:	Unit Price
(BR)	0%
(BS)	2%

Item	Approx. Qty.	Unit	Article and Description
015		Day	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person. Bidders should provide a Per Diem Rate that does not exceed the Per Diem Rate defined above in this bid. If a Per Diem Rate is not submitted by the Bidder, the defined rate shall be the default.

Vendor:	Unit Price
(BR)	$130.00
(BS)	$100.00

Item	Unit	Article and Description			
016	Mileage	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com. Bidders should provide a Mileage Rage that does not exceed the IRS Mileage Rage linked above. If a Mileage Rate is not submitted by the Bidder, the defined rate shall be the default.			
Vendor:	Physical Address	Company Nam	Address	City/Zip	Unit Price
(BR)	Main: 3435 Girard Blvd. NE, ABQ, NM 87107; 645 El Molino Blvd. Las Cruces, NM 88005	ESA Construction, Inc.	3435 Girard Blvd. NE/645 El Molino Blvd.	Albuquerque/Las Cruces	$0.85
(BS)	101 Maguey Ct. Suite 2	Nine Degrees Construction, LLC.	101 Maguey Ct. 2	Sunland Park, NM 88063	$0.65

*** 16 Items Total ***

Certificate Of Completion

Envelope Id: 788799FEDE504575B5F43C03A6930CE9
Status: Completed
Subject: SPA 00-00000-20-00110 A001
Source Envelope:
Document Pages: 5
Signatures: 1
Certificate Pages: 5
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Travis Dutton-Leyda
13 Bataan Blvd
Santa Fe, NM 87508
travis.dutton-leyda@state.nm.us
IP Address: 164.64.62.10

Record Tracking

Status: Original
7/20/2020 2:56:58 PM
Holder: Travis Dutton-Leyda
travis.dutton-leyda@state.nm.us
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: Carahsoft OBO State of New Mexico GSD-SPD
Location: DocuSign

Signer Events	Signature	Timestamp
Michael Saavedra Michael.Saavedra@state.nm.us State of New Mexico, Dept of Information Technology Security Level: Email, Account Authentication (None)	MS Signature Adoption: Pre-selected Style Using IP Address: 174.237.5.131	Sent: 7/20/2020 2:58:08 PM Viewed: 7/20/2020 3:36:49 PM Signed: 7/20/2020 3:36:53 PM
Electronic Record and Signature Disclosure: Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8		
Travis Dutton-Leyda travis.dutton-leyda@state.nm.us IT & Construction Bureau Chief New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None)	JDL Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 7/20/2020 2:58:08 PM Viewed: 7/20/2020 2:58:20 PM Signed: 7/20/2020 2:58:24 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Valerie Paulk valerie.paulk@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None)	Valerie Paulk Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 7/20/2020 2:58:08 PM Viewed: 7/20/2020 3:16:54 PM Signed: 7/20/2020 3:17:14 PM
Electronic Record and Signature Disclosure: Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/20/2020 2:58:08 PM
Certified Delivered	Security Checked	7/20/2020 3:36:49 PM
Signing Complete	Security Checked	7/20/2020 3:36:53 PM
Completed	Security Checked	7/20/2020 3:36:53 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

B. Obtaining paper copies

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

C. Withdrawing your consent

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

D. Consequences of changing your mind

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

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

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

F. How to contact GSD:

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

G. To advise SPD of your new email address

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

H. To request paper copies from SPD

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

I. To withdraw your consent with SPD

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

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

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

J. Required hardware and software

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

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

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

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

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

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State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendors:
43 Vendors – Starting on page 6

Price Agreement Number**:** **00-00000-20-00110**

Payment Terms**:** **See page 6**

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

Delivery**:** **See page 6**

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

Invoice:
As Requested

Procurement Specialist**:** Michael Saavedra MS

Telephone No.**:** 505-827-0610

Email: Michael.Saavedra@state.nm.us

Title: **General Construction Services - Statewide**

Term**: July 1, 2020 thru June 30, 2021**

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

Valerie Paulk
New Mexico State Purchasing Agent

Date: 6/26/2020

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

JDL

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Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's 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. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.

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

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negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

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

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

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

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

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

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

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

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

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

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

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

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New Mexico Employees Health Coverage

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

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

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

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

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

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

Statewide Price Agreement

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

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

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

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

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

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

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

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

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

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

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

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

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Awarded Vendors:

(AA) 0000139642
AGM Konstruction LLC
1570 Pacheco Street, Suite E-6
Santa Fe, NM 87505
505-429-6072 or 505-365-2922
ambrose@AGMKonstruction

Payment Terms: 30 days
Delivery: FOB - Job Site

(AB) 0000053415
Advanced Environmental Solutions, Inc.
2318 Roldan Drive
Belen, NM 87002
505-861-1700
asaiz@aesnm.com

Delivery: Per Contract Specs

(AC) 0000107401
All-Rite Construction, Inc.
dba RITECON
539 Oliver Ross Drive NW
Albuquerque, NM 87121
505-344-7663
meshach@ritecon.com

Payment Terms: Net 30

Delivery: As Requested

(AD) 0000009253
Allied Electric, Inc.
2859 Cerrillos Road
Santa Fe, NM 87507
mailing: PO Box 28430
Santa Fe, NM 87592-8430
505-438-8899
melissa@alliednm.com

Payment Terms: Net 30 days

Delivery: As Requested by Owner

(AE) 0000054601
Anchorbuilt, Inc.
PO Box 27688
Albuquerque, NM 87125
505-342-2452
ray.zamora@anchorbuilt.com or mfranco@anchorbuilt.com

Payment Terms: Net 30

Delivery: As Requested

(AF) 0000046277
B & D Industries, Inc.
9720 Bell Avenue SE
Albuquerque, NM 87123
505-299-4464
clinton@banddindustries.com

Payment Terms: Net 30 days

Delivery: FOB Destination

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(AG) 0000146366
Barnsley Construction, LLC
4900 Hawkins Street
Albuquerque, NM 87109
505-856-5576
rayc@barnsleyconstruction.com

Payment Terms: Net 30

Delivery: FOB Destination

(AH) 0000146367
Miguel Contreras
dba C R M Construction
413 Burma Drive NE
Albuquerque, NM 123
505-974-1869
miguel.crmconstruction@gmail.com

Payment Terms: Net 30

Delivery: As Requested

(AI) 0000051994
Classic Industries, Inc.
PO Box 434
Dona Ana, NM 88032
575-523-2053
classic.industries@comcast.net

Payment Terms: Net 30

Delivery: 5 days from Notice to Proceed

(AJ) 0000138100
Consolidated Builders of NM LLC
PO Box 26785
Albuquerque, NM 87125
505-873-6139
consolidatedbuilders@comcast.net

Payment Terms: Net 30

Delivery: As requested

(AK) 0000116075
Davenport Construction Management LLC
141 Camino de las Crucitas
Santa Fe, NM 87501
505-660-7105
mitch@dcmnm.com

Payment Terms: net 30

Delivery: As Requested

(AL) 0000012754
FacilityBUILD, Inc.
5904 Florence Ave, NE
Albuquerque, NM 87113
505-828-0060
camkilcup@facilitybuild.com

Payment Terms: Net 30

Delivery: As Required

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(AM) 0000079938
Facility Solutions Group
8340 Burnham Road, Suite 300
El Paso, TX 79907
915-307-3386
jerrod.kew@fsgi.com

Payment Terms: Net 30

Delivery: 7209 Jefferson Street SW

(AN) 0000043596
First Mesa Construction, Inc.
8819 Second Street NW
Albuquerque, NM 87114
505-843-8990
cheryl@firstmesa.net

Payment Terms: Net 30 days

Delivery: First Mesa Construction, Inc.

(AO) 0000049692
Franken Construction Co., Inc.
1025 Douglas Avenue
Las Vegas, NM 87701
505-554-1481 or 505-429-1962
brentfranken@frankenconstruction.com

Payment Terms: Net 30 days

Delivery: 1025 Douglas Avenue, Las Vegas, NM 87701

(AP) 0000090285
GM Emulsion, LLC
5935 Agua Fria
Santa Fe, NM 87507
505-471-9981
gabriel@gmemulsion.com

Payment Terms: Net 30

Delivery: As requested

(AQ) 0000141388
GME General Building LLC
5935 Agua Fria
Santa Fe, NM 87507
505-471-9981
erik@gmegeneralbuilding.com

Payment Terms: Net 30

Delivery: As requested

(AR) 0000052470
HEI, Inc.
PO Box 31310
Albuquerque, NM 87190
505-880-1819
whumbard@heinm.com

Payment Terms: Net 30

Delivery: FOB Destination

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(AS) 0000049140
Handiwork, Inc.
4425 Juan Tabo Blvd NE, #208
Albuquerque, NM 87111
505-239-5575
jshuster@swcp.com

Payment Terms: Net 30 Days

Delivery: As Requested, FOB Destination

(AT) 0000046321
Jack B. Henderson Construction Co., Inc.
501 Eubank Blvd. SE
Albuquerque, NM 87123
505-292-8955
jeichhorst@jbhenderson.com

Payment Terms: Net 21

Delivery: 501 Eubank Blvd. SE, Alb. NM 87123

(AU) 0000093684
JRM Construction Co, LLC
2620 Via Berrenda
Santa Fe, NM 87505
505-920-9768
bob87505@aol.com

Payment Terms: net 30

Delivery: N/A

(AV) 0000087051
La Mesilla Construction, LLC
98 County Road 119
Espanola, NM 87532
505-927-6513
lamesillaconstruction@gmail.com

Payment Terms: Net 21

Delivery: per owner's request

(AW) 0000055206
Lone Mountain Contracting, Inc.
125 Bosque Farms Blvd.
Bosque Farms, NM 87068
505-869-2996
tessie@lonemountain.com or nick@lonemountain.com

Payment Terms: Net 30

Delivery: 125 Bosque Farms Blvd. Bosque Farms NM 87068

(AX) 0000050594
Longhorn Construction Services, Inc.
9208 Lona Lane NE
Albuquerque, NM 87111
505-858-1360
lcsinc@comcast.net or samlcs@comcast.net

Payment Terms: 30 Days

Delivery: FOB job site

(AY) 0000046795
Lynco Electric Co. Inc.
1520 West Amador
Las Cruces, NM 88005
575-523-9066
lyncoelecnathan@comcast.net

Payment Terms: NET 30

Delivery: AS INDICATED ON BID FORM

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(AZ) 0000070502
Mans Construction, Inc.
1996 S Valley Drive
Las Cruces, NM 88005
575-644-5011
ftorres@mans-co.com

Payment Terms: (21 days from acceptance of undisputed invoice)

Delivery: As Requested per Contract Documents

(BA) 0000011272
Mechanical Controls Solutions
dba MCS
4020 Vassar Drive NE, Suite B
Albuquerque, NM 87107
505-888-1616
mmacready@icsicontrols.com

Payment Terms: Net 45

Delivery: As Requested

(BB) 0000086491
Mevacon LLC
1207 Scoggins
Las Cruces, NM 88005
575-524-0327
arivas@meva-con.com

Payment Terms: Per Terms and Conditions

Delivery: 1207 Scoggins, Las Cruces, NM 88005

(BC) 0000049376
Mick Rich Contractors, Inc.
8401 Firestone Lane, NE
Albuquerque, NM 87113
505-823-9782
jimrich@mickrichcontractors.com

Payment Terms: Net 30

Delivery: As Requested

(BD) 0000090378
Nieto Custom Builders
428 Candie Lane
Corrales, NM 87048
505-270-1346
pnieto@ncbnmpro.com

Payment Terms: 30 days

Delivery: Open

(BE) 0000140941
Northeastern Construction Company
925 Mills Ave
Las Vegas, NM 87701
505-454-8143 or 505-426-7585
sean@necbuilders.net or necontractors@yahoo.com

Payment Terms: Net 30 days

Delivery:

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(BF) 0000114869
Pluma, LLC
6301 4th Street NW, Suite 1
Albuquerque, NM 87107
505-345-0755
chris@plucys.com

Payment Terms: Net 30

Delivery: FOB Destination

(BG) 0000108577
QA Engineering
1409 Ortiz Drive SE
Albuquerque, NM 87108
505-338-7092 or 505-250-8663
robert@qaengineering.com

Delivery: FOB Job site

(BH) 0000132517
R and M Construction LLC
PO Box 1026
Alcalde, NM 87511
505-927-2027
robert@rmconstructionnm.com

Payment Terms: NET 30

Delivery: e-mail or US Mail

(BI) 0000135923
Road Runer Plaster & Drywall LLC
3272 Ojos De Jo
Santa, Fe, NM
505-670-3426
ivanroadrunner@live.com

Payment Terms:

Delivery: Upon Receipt

(BJ) 0000009789
SDV Construction, Inc.
8912 Adams St. NE
Albuquerque, NM 87113
505-883-3176
estimating@sdvconstruction.com or paul@sdvconstruction.com

Payment Terms: Net 30

Delivery: Destination

(BK) 0000076453
Sanchez Demolition, Inc.
PO Box 721
Bosque, NM 87006
505-864-7551
sanchezdemolition@gmail.com

Payment Terms: 30 days net

Delivery:

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(BL) 0000146352
Snyder Construction
5800 San Francisco Rd NE
Albuquerque, NM 87109
505-923-3181
zsnyder@snyder-const.com or tmcmains@snyder-const.com

Payment Terms: Net 30

Delivery: Destination

(BM) 0000051414
WWRC, Inc.
1716 W. 7th
Clovis, NM 88101
575-769-2618
wwrc@wwrcinc.com or ricky@wwrcinc.com

Payment Terms: net 30 days

Delivery: as requested

(BN) 0000009760
Weil Construction, Inc.
3344 Princeton Dr. NE
Albuquerque, NM 87107
505-899-3535
chris@weilconstruction.com

Payment Terms: Net 30

Delivery: Delivery

(BO) 0000048657
Welch's Boiler Service, Inc.
6060 Isleta Blvd S.W.
Albuquerque, NM 87105
505-877-0356
welchsboiler@comcast.net or keith.welch99@comcast.net

Payment Terms: Net 30

Delivery: TBD, Job site.

(BP) 0000052947
Western Mechanical Co.
DBA/Western Mechanical HVAC & Plumbing
3301 Girard Blvd NE
Albuquerque, NM 87107
505-341-4458 or 505-948-3800
westernmechanical@hotmail.com or mike.westernmechanical@gmail.com

Payment Terms: 30 Days

Delivery: Hand Delivery

(BQ) 0000050416
White Sands Construction, Inc.
1700 10th Street
Alamogordo, NM 88310
575-437-7816
catlin@whitesandsconstruction.com

Payment Terms: 21 Days after Submission

Delivery: 1700 10th Street, Alamogordo, NM 88310

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The State of New Mexico wishes to establish a Statewide Price Agreement for on-call general construction services work by New Mexico licensed contractors to provide miscellaneous repairs, upgrades, improvements and new construction services for facilities and properties throughout the state of New Mexico.

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

Compensation Caps:
The total cost of **each project**, including applicable gross receipts tax, shall not exceed Four Million Dollars **($4,000,000.00)**. This cap includes all change orders associated with the project.

The total cap for **this Statewide Price Agreement** is **Twelve Million Five Hundred Thousand Dollars ($12,500,000) per awarded Contractor** for the whole term of the Statewide Price Agreement.

MANDATORY REPORTING FOR AGENCIES AND LOCAL PUBLIC BODIES
The Agency or Local Public Body **MUST** report all work issued under this Price Agreement to the State Purchasing Division AND to the Legislative Finance Committee so that the cap thresholds can be monitored. A forthcoming amendment and/or communication from the State Purchasing Agent will contain the location/website(s) to report all work.

When the total cap of **Twelve Million Five Hundred Thousand Dollars ($12,500,000)** for this Statewide Price Agreement has been reached, the Contractor will be terminated from the Price Agreement.

Insurance:
The Contractor shall provide all insurance necessary for its employees on the project, including, but not limited to, Workman's Compensation Insurance. The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation Insurance coverage 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 will be cancelled immediately.

Contractor shall indemnify and hold harmless the State and local public body, 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 acts or omissions while Contractor, and/or its employees perform or fail 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 (Section 41-4-1, et seq., NMSA 1978 Comp. and Section 56-7-1 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 any part of the Price Agreement to create the public or any member hereof a third party beneficiary or to authorize anyone not a party to the Price Agreement to maintain a suit for wrongful death, bodily and/or personal injury to persons, damage to properties and/or other claims whatsoever pursuant to the provisions of this Price Agreement.

The Contractor shall provide public liability insurance for the minimum amount of one hundred thousand dollars ($100,000) for damage to or destruction of property arising out of each occurrence; the amount of three hundred thousand dollars ($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 the amount of five hundred

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thousand dollars ($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.

All work covered by this Invitation to Bid shall be in accordance with applicable state laws, the International Building Code (IBC) and New Mexico building codes and is subject to the minimum wage rate determination issued by the New Mexico Department of Workforce Solutions, if applicable.

Wage Rates:
All work covered by this Invitation to Bid shall be in accordance with applicable 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 and funded in part by state or local funding. 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 agency or local public body will request a wage rate determination from the DWS.

Bonding:
A one hundred percent (100%) performance bond and a one hundred percent (100%) payment and material bond executed by a surety company authorized to do business in the state of New Mexico will be required of the successful bidder(s) prior to each project over twenty-five thousand dollars ($25,000). Said bonds must be provided to the requesting agency and are to be filed with the agencies purchasing office. Failure to comply shall result in the order being issued to another vendor and the difference being charged back to the awarded Contractor(s).

Other:
The awarded Contractor shall be responsible for all permits associated with this work as required by the State of New Mexico Construction Industries Division (CID) or the local Authority Having Jurisdiction (AHJ). The CID will issue permits for work performed at state-owned buildings.

Contractor Note:
No person shall act as a Contractor without a license issued by the Construction Industries Division, classified to cover the type of work to be 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.

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 greater than sixty thousand dollars ($60,000) 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 using agency may reject any quote that fails to provide a Public Works Registration Number for the prime Contractor and all other listed Contractors or subcontractors.

The Contractor will be contacted on an as needed, on-call basis to perform work associated with this Price Agreement. A Price Agreement award is without assurance of quantity or dollar amount of work to be performed. Failure to respond to the Using Agency's requests may be grounds for termination of this Price Agreement.

For questions, contact Michael Saavedra, State Purchasing Division, at (505) 827-0610.

Scope of Work:
Contractors will be contacted on an as needed basis to perform work associated with this Price Agreement. Contractors shall provide their cost for performing all the work called for in the Using Agency's scope of work for the project. Projects may be of short or long term duration, throughout the state in the designated Zones.

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Contractors shall have the technical staff to perform diagnostic services; provide design services as needed; and to 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 by government agencies to perform the work.

Contractors shall be 'licensed Contractors" capable of providing all coordination, supervision and services required for comprehensive general building construction, renovations, upgrade and improvement projects and to provide new construction services including incidental design. The scope of an individual project may include equipment, fixtures and furniture whether attached or not to the building. It can include site and utility work including landscaping and parking lot/ minor road/ minor bridge work. The utility work can include building power systems such as solar panels, geothermal systems, water sourcing systems, water treatment and waste disposal/treatment systems. It may also include demolition and abatement projects. Identification and abatement of asbestos containing materials (ACM) may be performed under separate contracts. It can also include security and other low voltage installations with related controls and equipment.

Contractors shall provide all materials, labor, equipment and tools required to successfully complete the work requested. The Contractors 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.

Replacement systems and related equipment shall meet current minimum state mandated "Energy Star" energy conservation standards.

Subcontracting of work is allowed and shall be prior approved by the Using Agency. Subcontractors shall have the appropriate current and valid Contractor's licenses for their work. And shall furnish proof upon request.

Furnishing of submittal data for any/all new equipment and materials as well as O&M's when either/or are required, and deemed necessary for the facility is required. Training of site personnel for the proper operation of newly installed equipment/systems and its related controls will be performed and required for completion. This training must be acceptable to the person in charge of the facility.

Replacement mechanical/electrical/plumbing systems and related equipment shall meet current minimum state mandated "Energy Star" energy conservation standards.

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, to other areas, the contractor will be held responsible for repairing any damage done by his employees, subcontractors and vendors.

The Contractor shall, at his own cost, restore any damage to existing, adjacent finishes damaged as a result of performing its work and to make new work inconspicuous with the existing, adjacent finishes.

The Contractor shall provide all clean-up for its operations and control of all construction debris. All work areas shall be maintained in a neat and workmanlike manner. All construction debris shall be removed from the work areas and disposed of at an approved waste disposal site. The Using Agency's trash container for the building shall not be used for disposal of any construction debris.

All work shall be according to current applicable State and National codes. All work shall be in strict compliance with the national and state building mechanical, plumbing, fire and electrical codes including SMACNA, and ASHRAE standards.

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Safety shall be of main concern and enforced by the contractor on site and will be periodically inspected by the State's qualified safety personnel. The Contractor shall comply with all local, state and federal laws governing safety, health and sanitation. The on-site Superintendent shall have a minimum OSHA 10 and preferably OSHA 30 card with them at all times when on the jobsite. The Using Agency 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 safe guards, safety devices and protective equipment; 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 Using Agency in connection with the performance of the work covered by this Price Agreement. Any work involving disconnect or switching of electrical service to a work area shall utilize LOCKOUT/TAGOUT identification practices.

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 diagnosis problems and to make the appropriate decisions needed to provide these services.

Contractor's price shall include all labor costs, tools, equipment, materials, permits, overhead, profit, insurance and any other fees necessary to perform the work called for in the Using Agency's scope of work and drawings for this project. Any equipment required to have licensed operators shall be the responsibility of the contractor before any equipment is turned on at the jobsite.

The bid price for this ITB shall **not** include New Mexico gross receipts tax or local option tax(es). Such tax or taxes shall be added by the Contractor to its quote (line item on schedule of values) at the current tax rate at the project's location. As a separate item, the Using Agency shall ensure the appropriate gross receipts tax is added to the Contractor's project proposal and that it is encumbered in the Purchase Order. The prices quoted for each project represent the total compensation to be paid by the Using Agency for the goods and/or services provided including any and all labor, equipment, tools, materials, taxes, permits, licenses, or other costs necessary to complete the service or goods provided.

The Contractor shall provide all the services needed and called for in the Using Agency's scope of work, in addition to the requirements set forth in this Price Agreement.

Request for Quote (RFQ):
Each project under this Price Agreement will be individually described in a "Request for Quote (RFQ)". The RFQ 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 punchlist work complete and the Contractor's final pay application/invoice is approved. The terms and conditions of the Contractor's Statewide Price Agreement will apply to all Purchase Orders which result from the accepted quote in response to the RFQ.

<u>There will be NO markups allowed for adding subcontractor costs and to cover general conditions (administrative costs and other related expenses) allowed on any of the quotes issued pursuant to this statewide price agreement. If a subcontractor is hired for the project the reimbursement must be at actual cost of the subcontractor's cost.</u>

The Contractor and its employees agree to cooperate with and to abide by the rules and requirements of the requesting Using Agency to not interfere with the daily operations of the Agency or to jeopardize the health, safety or welfare of the employees or general public conducting business with the Using Agency.

The Using Agency reserves the right to purchase materials directly from existing Statewide Price Agreements and other sources, and to provide these materials to the Contractor. The Contractor shall provide an itemized, quantifiable list of materials required for the project.

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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 Using Agency reserves the right to procure specialty services directly from its other Statewide Price Agreements and other sources to the awarded Contractor. Specialty services provided from other Statewide Price Agreements and other sources shall be coordinated by the Contractor.

The Using Agency reserves the right to obtain quotes from multiple vendors covered under this Statewide Price Agreement and award a project to a contractor based on the quotes.

When a service is needed, the Using Agency shall provide, at a minimum, a detailed scope of work and/or drawings defining work required.

If any equipment or building system cannot be economically repaired or has reached the end of its life cycle, the Contractor shall justify with costs and other information the 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 Using Agency's and energy standards will be discussed and taken into consideration when proposing replacement units or systems.

The Contractor shall visit the site and compare the Using Agency'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, to include the work to be performed and the amount of time required for the completion of the project and submit to the Using Agency at no cost to the Using Agency.

Prior to commencement of any work performed the Using Agency will issue a notice to proceed for the work upon receipt of a purchase order, based on the prices set forth by Contractor's quote. The work on any project to be performed under this Contract shall commence no later than ten (10) consecutive calendar days after the date of written "Notice to Proceed." On smaller projects, an email will suffice.

The Contractor shall begin the work based on the priority identified by the Using Agency. Any delay beyond the stated completion date shall be upon agreement by the Using Agency and the Contractor.

Where work is to be conducted in a state or local correctional or secured facility, security clearances and background checks that may be required by the facility for the Contractor and its employees must be obtained prior to commencement of any work at that facility. The Using Agency reserves the right to deny any employee of the Contractor, access to the facility should the employee be in violation of any criteria required for the security clearance.

The User Agency 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 Using Agency feel it is in its best interest to provide these extraordinary security services.

The Using Agency 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 the User Agency's property, will be prosecuted.

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Change Orders:
Any change orders to the project scope will require an additional RFQ with backup materials and labor costs and shall be substantiated without a doubt 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 Using Agency. Change order abuse shall be reported to the Procurement Specialist listed on the cover page of this Price Agreement. Preventative measure shall be taken by both the contractor and the Using Agency 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 RFQ, the drawings, etc.; the project scope should be completely defined and agreed upon before any work begins.

Using Agency's obligations:

- Shall provide, at a minimum, a detailed scope of work and/or drawings defining work required.
- Allow the Contractor limited use of on-site utilities for projects at an existing building.
- Shall provide periodic and/or random inspections of its projects. Using Agencies shall be responsible for providing its inspections, photography of the project's progress, and preparation of field observation reports.
- Conduct weekly on-site meetings with the Contractor, or on an as-needed basis, to ensure compliance with the scope of work for the project; provide assistance and guidance; to resolve problems arising during the project; and to ensure quality of work and materials being incorporated into the project.
- Process requests for payment within twenty-one (21) days of time/date stamped receipt of proper invoice and/or G702 & G703 Schedule of Values, Application and Certificate for Payment, when more than a single invoice applies to the contracted amount.
- If applicable, procure independent special inspections, commissioning, structural, soils testing with geotechnical reports and/or topographical survey.

Other Construction Related Terms and Conditions:

Time Considerations:
The work on any project to be performed under this Agreement shall commence no later than ten (10) consecutive calendar days after the date of written "Notice to Proceed." On smaller projects an email will suffice. The date of Substantial Completion shall be described in the RFQ. The date can be extended by the Using Agency by valid written Change Order.

Should the Contractor neglect, refuse, or otherwise fail to complete the Work on the project within the time specified in the RFQ, the Contractor agrees, in partial consideration for the award of the Purchase Order, to pay to the Using Agency the amount of dollars named in the RFQ per consecutive calendar day, not as a penalty, but as liquidated damages for such breach of the Purchase Order under this Price Agreement.

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.

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B. The Contractor shall provide and maintain an inspection system acceptable to the Using Agency 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 Using Agency or other party to the Purchase Order during the term of performance of the Work and for as long thereafter as required.
C. The Using Agency 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 Using Agency shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
D. If the Using Agency 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 do not conform with the requirements, the Using Agency 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 Using Agency 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 Using Agency may:
   (1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the Using Agency 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 USING AGENCY'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 Using Agency 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 Using Agency 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.

Time Extension Costs:
Agreed Compensation for Overhead "General Conditions" for Changes to Time for Completion or Contract Completion Date for Changes to the Work**:** If the change in the Work also changes the Time for Completion or the Agreement Completion Date by adding days to complete the Work, an itemized accounting of the following General Conditions costs for direct Site overhead set forth in the subparagraph below may be considered as allowable costs for compensation. Home office overhead and other indirect overhead expenses are to be considered included in the allowable markups and not added into the General Conditions expenses.

Direct Site Overhead Expenses:
The Contractor's per diem expenses, as shown by the itemized accounting, for the following allowable, applicable, direct Site overhead expenses: The Site superintendent's pro-rata salary, temporary Site office trailer, temporary fencing, building utility costs, security, temporary storage and temporary Site utilities including basic telephone service, electricity, heat, water, and sanitary/toilet facilities, etc. for each day added.

"Per Diem Rate" means lodging, meals, and incidentals (excluding taxes). Reference Section Lodging by month and Section Meals & Incidentals Breakdown link https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup/?action=perdiems_report&state=NM&fiscal_year=2020&zip=&city=

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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.

Clean Up and Storage:

A. The Contractor will provide off-site legal disposal of all waste products, trash, and debris. Using Agency'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 from and about 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 Using Agency'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 Using Agency.

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 Using Agency 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 Using Agency 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 Using Agency'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 RFQ 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 Using Agency.

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.

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D. The Contractor shall prepare a Daily Report each day that Contractor, Subcontractors or any other entity are on the Project. The Daily Reports shall be maintained at the site and be well organized. The Using Agency may request copies at any time. The reports may include:
   1. report date and who prepared the report;
   2. weather conditions - low temp, high 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 Using Agency 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 Using Agency;
d. as-Built drawings delivered in AutoCAD or electronic format;
e. written certification signed by Using Agency of delivery and stocking of extra material, equipment or components required by the Purchase Order at a location established by the Using Agency;
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;
h. completed Operations Liability insurance policy certificate, if applicable;
i. training of staff on all applicable building systems;
j. all Storm Water Pollution Prevention Permits (SWPPP) have been updated or closed;
k. utility transfer to User/Using Agency;
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, appliances 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 User Agency warranties of replaced roofs and equipment offered by the manufacturer.

Payment Provisions:

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Generally payments are made on a thirty (30) day billing cycle. Payment for projects of less than thirty (30) day duration shall be paid upon the Using Agency's acceptance of the work.

All payments under this Agreement are subject to the following provisions:

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the Agency shall determine if the Construction Work provided meets specifications. No payment shall be made for any work until the Work has been accepted in writing by the Using Agency. Unless otherwise agreed upon between the Using Agency and the Contractor, within fifteen (15) days from the date the Using Agency receives written notice from the Contractor that payment is requested for work, the Using Agency shall issue a written certification of complete or partial acceptance or rejection of the Work. Unless the Using Agency gives notice of rejection within the specified time period, the Work will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the Work has been received and accepted, payment shall be tendered to the Contractor within twenty one (21) days after the date of acceptance of an undisputed invoice.

C. The Contractor, before final payment of the amount due under this Contract, shall provide requested Close-out documents including any release of liens.

BID INFORMATION:
Hourly rates are requested for the three (3) levels of personnel. **All items for pricing must be filled in**. If one of the personnel listed is not relevant to your company, fill in a rate for a comparable employee that is on staff or could be on staff at a future time. For example, if the Superintendent also functions as the Journeyman or Experienced worker or vice versa, enter his rate for both items. Any blank items will cause a possible rejection of the bid for non-compliance.

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 of New Mexico as a journeyman in the specialized field of 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 Using Agency for which the work was provided.

The State of New Mexico 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 User Agency's approval.

Mileage and Per Diem: The work to be performed may be throughout the state based on the Zones. The Contractor's cost to perform the work may include any applicable per diem. Enter an amount even if it appears that none will be needed. Mileage bid shall not be greater than the Standard Mileage Rates provided by the IRS: https://www.irs.gov/tax-professionals/standard-mileage-rates/

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Contractors will be allowed travel time and mileage one way from vendor's place of business to jobsite in excess of fifty (50) miles. Mileage will be based on mapquest.com. The full round trip mileage will be calculated and then one hundred (100) miles will be subtracted in order to compute the allowable daily trip mileage for each project.

Hours Worked:

Regular Hours: Monday through Friday and 8 am through 5 pm.

After Hours: All hours not within the days and times listed for "Regular Hours".

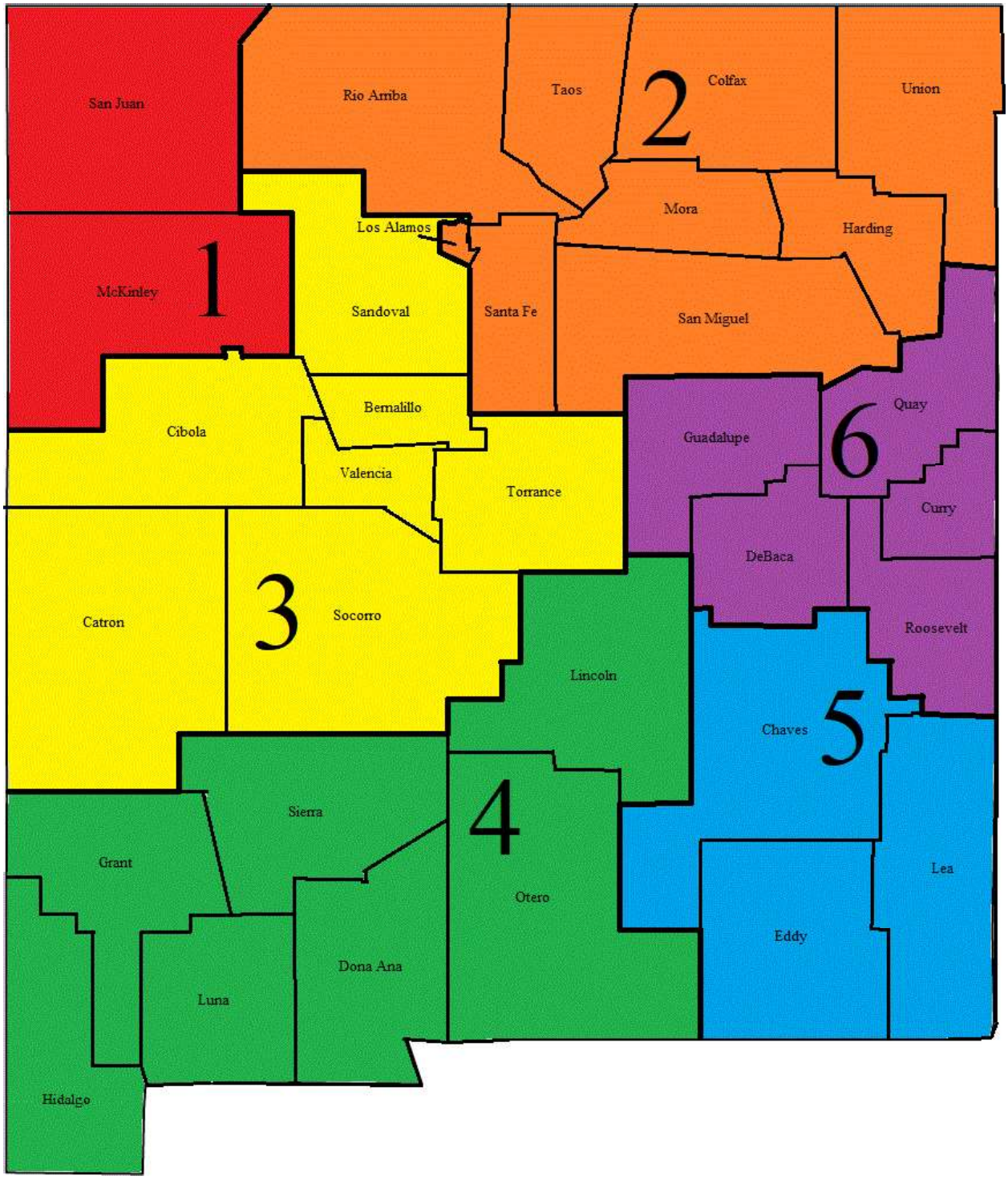
The State of New Mexico reserves the right to award this Price Agreement to multiple vendors. Bidders must include pricing for ALL items starting from item 001 through item 013 in order to allow for accurate comparisons. If a Bidder fails to include one or more of those items his Bid may be rejected.

Bids for these services are requested on a statewide basis. Separate awards for each or combinations of zones may be utilized. Vendors are encouraged to bid only in the zones where the bidder may adequately perform the service in an efficient manner. The State anticipates awards to Contractors in 6 zones. Each zone will be evaluated separately. A Contractor may bid on multiple zones. The intent in the bid tabulation is to add up all of the items from item 001 through item 013 in order to determine the low bidder.

Zone ONE: San Juan, McKinley counties
Zone TWO: Colfax, Harding, Los Alamos, Mora, Rio Arriba, Santa Fe, San Miguel, Taos and Union counties.
Zone THREE: Bernalillo, Catron, Cibola, Sandoval, Socorro, Torrance and Valencia counties.
Zone FOUR: Dona Ana, Grant, Hidalgo, Lincoln, Luna, Otero, and Sierra counties.
Zone FIVE: Chavez, Eddy, Lea counties
Zone SIX: Curry, De Baca, Guadalupe, Quay, Roosevelt counties

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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Items:

Item	Approx. Qty.	Unit	Article Description
		Projects UNDER Sixty Thousand ($60,000.00)	
001	1	Hr.	Superintendent, regular hours

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$67.00	$67.00	$67.00	$67.00	$67.00	$67.00
(AB)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AC)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AD)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AE)	$67.00	$67.00	$67.00	$67.00	$67.00	$67.00
(AF)	$68.00	$68.00	$68.00	$68.00	$68.00	$68.00
(AG)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AH)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AI)			$77.30	$62.52	$77.30	$78.30
(AJ)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AK)		$68.00				
(AL)	$69.00	$69.00	$69.00	$69.00	$69.00	$69.00
(AM)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AN)	$81.92	$81.92	$79.54			$81.92
(AO)		$51.72	$51.72	$51.72		$51.72
(AP)	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00
(AQ)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AR)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AS)		$72.00	$72.00			
(AT)	$84.26	$84.26	$79.71	$84.26	$84.26	$84.26
(AU)		$45.00	$45.00			
(AV)	$54.00	$54.00	$54.00	$54.00	$54.00	$54.00
(AW)	$43.56	$43.56	$43.56	$43.56	$43.56	$43.56
(AX)	$94.00	$94.00	$94.00	$94.00	$94.00	$94.00
(AY)				$58.04		
(AZ)	$60.75	$60.75	$60.75	$60.75	$60.75	$60.75
(BA)	$72.45	$72.45	$72.45	$72.45	$72.45	$72.45
(BB)	$61.00	$61.00	$61.00	$61.00	$61.00	$61.00
(BC)	$97.33	$97.33	$92.70	$97.33	$97.33	$97.33
(BD)	$67.97	$67.97	$64.26	$71.67	$75.40	$67.97
(BE)	$35.00	$33.00	$35.00	$35.00	$35.00	$35.00
(BF)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(BG) Sheet Metal	$60.44	$60.44	$60.44	$60.44	$60.44	$60.44
(BG) Plumbing & Pipe Fitting	$60.44	$60.44	$60.44	$60.44	$60.44	$60.44
(BG) Electrical	$60.44	$60.44	$60.44	$60.44	$60.44	$60.44
(BH)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(BI)	$34.50	$34.50	$34.50	$34.50	$34.50	$34.50
(BJ)	$70.33	$73.85	$70.33	$73.85	$77.36	$70.33

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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Item	Approx. Qty.	Unit	Article Description
			Projects UNDER Sixty Thousand ($60,000.00)
001	1	Hr.	Superintendent, regular hours

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BK)	$51.12	$51.12	$51.12	$51.12	$51.12	$51.12
(BL)	$45.39	$45.39	$45.39	$45.39	$45.39	$45.39
(BM)		$82.00	$82.00	$82.00	$82.00	$78.00
(BN)	$47.20	$47.20	$47.20	$47.20	$47.20	$47.20
(BO)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BP)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(BQ)				$100.00		

Item	Approx. Qty.	Unit	Article Description
			Projects UNDER Sixty Thousand ($60,000.00)
002	1	Hr.	Superintendent, after hours

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$98.00	$98.00	$98.00	$98.00	$98.00	$98.00
(AB)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AC)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AD)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AE)	$67.00	$67.00	$67.00	$67.00	$67.00	$67.00
(AF)	$81.00	$81.00	$81.00	$81.00	$81.00	$81.00
(AG)	$67.50	$67.50	$67.50	$67.50	$67.50	$67.50
(AH)	$54.00	$54.00	$54.00	$54.00	$54.00	$54.00
(AI)			$108.57	$93.79	$108.57	$109.57
(AJ)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AK)		$102.00				
(AL)	$69.00	$69.00	$69.00	$69.00	$69.00	$69.00
(AM)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(AN)	$122.86	$122.86	$119.36			$122.86
(AO)		$77.58	$77.58	$77.58		$77.58
(AP)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AQ)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AR)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(AS)		$75.00	$75.00			
(AT)	$112.43	$112.43	$106.36	$112.43	$112.43	$112.43
(AU)		$45.00	$45.00			
(AV)	$68.00	$68.00	$68.00	$68.00	$68.00	$68.00
(AW)	$43.56	$43.56	$43.56	$43.56	$43.56	$43.56
(AX)	$99.00	$99.00	$99.00	$99.00	$99.00	$99.00
(AY)				$87.06		
(AZ)	$91.12	$91.12	$91.12	$91.12	$91.12	$91.12
(BA)	$82.80	$82.80	$82.80	$82.80	$82.80	$82.80
(BB)	$72.00	$72.00	$72.00	$72.00	$72.00	$72.00
(BC)	$102.20	$102.20	$97.33	$102.20	$102.20	$102.20
(BD)	$70.97	$70.97	$67.26	$74.67	$78.40	$70.97
(BE)	$42.00	$40.00	$42.00	$42.00	$42.00	$42.00

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Item	Approx. Qty.	Unit	Article Description
		Projects UNDER Sixty Thousand ($60,000.00)	
002	1	Hr.	Superintendent, after hours

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BF)	$105.00	$105.00	$105.00	$105.00	$105.00	$105.00
(BG) Sheet Metal	$74.82	$74.82	$74.82	$74.82	$74.82	$74.82
(BG) Plumbing & Pipe Fitting	$74.82	$74.82	$74.82	$74.82	$74.82	$74.82
(BG) Electrical	$74.82	$74.82	$74.82	$74.82	$74.82	$74.82
(BH)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(BI)	$44.00	$44.00	$44.00	$44.00	$44.00	$44.00
(BJ)	$77.86	$81.76	$77.86	$81.76	$85.65	$77.86
(BK)	$76.68	$76.68	$76.68	$76.68	$76.68	$76.68
(BL)	$50.34	$50.34	$50.34	$50.34	$50.34	$50.34
(BM)		$102.00	$102.00	$102.00	$102.00	$97.00
(BN)	$70.80	$70.80	$70.80	$70.80	$70.80	$70.80
(BO)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(BP)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(BQ)				$120.00		

Item	Approx. Qty.	Unit	Article Description
		Projects UNDER Sixty Thousand ($60,000.00)	
003	1	Hr.	Journeyman or Experienced Worker, regular hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AB)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AC)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AD)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AE)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(AF)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AG)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AH)	$58.00	$58.00	$58.00	$58.00	$58.00	$58.00
(AI)			$48.26	$47.26	$47.26	$48.26
(AJ)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AK)		$64.00				
(AL)	$52.00	$52.00	$52.00	$52.00	$52.00	$52.00
(AM)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(AN)	$79.08	$79.08	$76.82			$79.08
(AO)		$48.53	$48.53	$48.53		$48.53
(AP)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AQ)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AR)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AS)		$52.00	$52.00			

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Item	Approx. Qty.	Unit	Article Description
		Projects UNDER Sixty Thousand ($60,000.00)	
003	1	Hr.	Journeyman or Experienced Worker, regular hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AT)	$76.25	$76.25	$72.13	$76.25	$76.25	$76.25
(AU)		$30.00	$30.00			
(AV)	$43.00	$43.00	$43.00	$43.00	$43.00	$43.00
(AW)	$36.30	$36.30	$36.30	$36.30	$36.30	$36.30
(AX)	$67.00	$67.00	$67.00	$67.00	$67.00	$67.00
(AY)				$58.04		
(AZ)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(BA)	$62.35	$62.35	$62.35	$62.35	$62.35	$62.35
(BB)	$57.00	$57.00	$57.00	$57.00	$57.00	$57.00
(BC)	$74.15	$74.15	$70.62	$74.15	$74.15	$74.15
(BD)	$54.88	$54.88	$51.79	$57.97	$61.06	$54.88
(BE)	$26.00	$24.00	$26.00	$26.00	$26.00	$26.00
(BF)	$65.00					
(BG) Sheet Metal	$55.55	$60.80	$55.55	$55.55	$55.55	$55.55
(BG) Plumbing & Pipe Fitting	$48.55	$50.55	$48.55	$48.55	$48.55	$48.55
(BG) Electrical	$71.80	$73.80	$71.80	$71.80	$71.80	$71.80
(BH)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BI)	$27.50	$27.50	$27.50	$27.50	$27.50	$27.50
(BJ)	$42.87	$45.01	$42.87	$45.01	$47.16	$42.87
(BK)	$34.08	$34.08	$34.08	$34.08	$34.08	$34.08
(BL)	$41.32	$41.32	$41.32	$41.32	$41.32	$41.32
(BM)		$65.00	$65.00	$65.00	$65.00	$62.00
(BN)	$43.03	$43.03	$43.03	$43.03	$43.03	$43.03
(BO)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BP)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(BQ)				$60.00		

Item	Approx. Qty.	Unit	Article Description
		Projects UNDER Sixty Thousand ($60,000.00)	
004	1	Hr.	Journeyman or Experienced Worker, after hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$92.00	$92.00	$92.00	$92.00	$92.00	$92.00
(AB)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AC)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AD)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AE)	$64.00	$64.00	$64.00	$64.00	$64.00	$64.00
(AF)	$81.00	$81.00	$81.00	$81.00	$81.00	$81.00
(AG)	$52.50	$52.50	$52.50	$52.50	$52.50	$52.50

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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Item	Approx. Qty.	Unit	Article Description			
			Projects UNDER Sixty Thousand ($60,000.00)			
004	1	Hr.	Journeyman or Experienced Worker, after hours worked			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AH)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AI)			$64.50	$63.50	$63.50	$64.50
(AJ)	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
(AK)		$96.00				
(AL)	$69.00	$69.00	$69.00	$69.00	$69.00	$69.00
(AM)	$82.50	$82.50	$82.50	$82.50	$82.50	$82.50
(AN)	$118.62	$118.62	$115.23			$118.62
(AO)		$72.80	$72.80	$72.80		$72.80
(AP)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AQ)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AR)	$97.50	$97.50	$97.50	$97.50	$97.50	$97.50
(AS)		$55.00	$55.00			
(AT)	$100.74	$100.74	$95.30	$100.74	$100.74	$100.74
(AU)		$30.00	$30.00			
(AV)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AW)	$54.45	$54.45	$54.45	$54.45	$54.45	$54.45
(AX)	$74.00	$74.00	$74.00	$74.00	$74.00	$74.00
(AY)				$87.06		
(AZ)	$82.50	$82.50	$82.50	$82.50	$82.50	$82.50
(BA)	$77.60	$77.60	$77.60	$77.60	$77.60	$77.60
(BB)	$64.00	$64.00	$64.00	$64.00	$64.00	$64.00
(BC)	$77.85	$77.85	$74.15	$77.85	$77.85	$77.85
(BD)	$57.88	$57.88	$54.79	$60.97	$64.06	$57.88
(BE)	$32.00	$30.00	$32.00	$32.00	$32.00	$32.00
(BF)	$97.50					
(BG) Sheet Metal	$83.33	$88.58	$83.33	$83.33	$83.33	$83.33
(BG) Plumbing & Pipe Fitting	$72.82	$78.07	$72.82	$72.82	$72.82	$72.82
(BG) Electrical	$90.00	$92.00	$90.00	$90.00	$90.00	$90.00
(BH)	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
(BI)	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00
(BJ)	$62.56	$65.69	$62.56	$65.69	$68.82	$62.56
(BK)	$51.02	$51.02	$51.02	$51.02	$51.02	$51.02
(BL)	$46.27	$46.27	$46.27	$46.27	$46.27	$46.27
(BM)		$85.00	$85.00	$85.00	$85.00	$77.00
(BN)	$64.55	$64.55	$64.55	$64.55	$64.55	$64.55
(BO)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(BP)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(BQ)				$85.00		

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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Item	Approx. Qty.	Unit	Article Description
		Projects UNDER Sixty Thousand ($60,000.00)	
005	1	Hr.	Laborer, regular hours worked.

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$42.00	$42.00	$42.00	$42.00	$42.00	$42.00
(AB)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AC)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(AD)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AE)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AF)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AG)	$28.00	$28.00	$28.00	$28.00	$28.00	$28.00
(AH)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AI)			$35.27	$34.27	$34.27	$35.27
(AJ)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AK)		$62.00				
(AL)	$42.00	$42.00	$42.00	$42.00	$42.00	$42.00
(AM)	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00
(AN)	$56.49	$56.49	$54.87			$56.49
(AO)		$33.81	$33.81	$33.81		$33.81
(AP)	$25.00	$25.00	$25.00	$25.00	$25.00	$25.00
(AQ)	$25.00	$25.00	$25.00	$25.00	$25.00	$25.00
(AR)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AS)		$26.00	$26.00			
(AT)	$58.35	$58.35	$55.20	$58.35	$58.35	$58.35
(AU)		$20.00	$20.00			
(AV)	$29.00	$29.00	$29.00	$29.00	$29.00	$29.00
(AW)	$26.70	$26.70	$26.70	$26.70	$26.70	$26.70
(AX)	$57.00	$57.00	$57.00	$57.00	$57.00	$57.00
(AY)				$27.00		
(AZ)	$38.75	$38.75	$38.75	$38.75	$38.75	$38.75
(BA)	$41.40	$41.40	$41.40	$41.40	$41.40	$41.40
(BB)	$41.00	$41.00	$41.00	$41.00	$41.00	$41.00
(BC)	$47.66	$47.66	$45.39	$47.66	$47.66	$47.66
(BD)	$43.10	$43.10	$40.91	$45.40	$47.68	$43.10
(BE)	$18.00	$16.00	$18.00	$18.00	$18.00	$18.00
(BF)	$43.13	$43.13	$43.13	$43.13	$43.13	$43.13
(BG) Sheet Metal	$30.17	$30.17	$30.17	$30.17	$30.17	$30.17
(BG) Plumbing & Pipe Fitting	$30.17	$30.17	$30.17	$30.17	$30.17	$30.17
(BG) Electrical	$30.17	$30.17	$30.17	$30.17	$30.17	$30.17

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Item	Approx. Qty.	Unit	Article Description
		Projects UNDER Sixty Thousand ($60,000.00)	
005	1	Hr.	Laborer, regular hours worked.

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BH)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(BI)	$20.75	$20.75	$20.75	$20.75	$20.75	$20.75
(BJ)	$35.58	$37.36	$35.58	$37.36	$39.14	$35.58
(BK)	$25.56	$25.56	$25.56	$25.56	$25.56	$25.56
(BL)	$27.54	$27.54	$27.54	$27.54	$27.54	$27.54
(BM)		$50.00	$50.00	$50.00	$50.00	$48.00
(BN)	$29.94	$29.94	$29.94	$29.94	$29.94	$29.94
(BO)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(BP)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(BQ)				$45.00		

***Bidder (AM): 1st-4th year apprentice**

Item	Approx. Qty.	Unit	Article Description
		Projects UNDER Sixty Thousand ($60,000.00)	
006	1	Hr.	Laborer, after hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$58.00	$58.00	$58.00	$58.00	$58.00	$58.00
(AB)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AC)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(AD)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AE)	$53.00	$53.00	$53.00	$53.00	$53.00	$53.00
(AF)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AG)	$42.00	$42.00	$42.00	$42.00	$42.00	$42.00
(AH)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AI)			$45.01	$44.01	$44.01	$45.01
(AJ)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AK)		$93.00				
(AL)	$62.00	$62.00	$62.00	$62.00	$62.00	$62.00
(AM)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AN)	$84.73	$84.73	$82.31			$84.73
(AO)		$50.72	$50.72	$50.72		$50.72
(AP)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AQ)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AR)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AS)		$28.00	$28.00			
(AT)	$79.00	$79.00	$74.73	$79.00	$79.00	$79.00
(AU)		$20.00	$20.00			
(AV)	$38.00	$38.00	$38.00	$38.00	$38.00	$38.00
(AW)	$40.05	$40.05	$40.05	$40.05	$40.05	$40.05
(AX)	$64.00	$64.00	$64.00	$64.00	$64.00	$64.00
(AY)				$40.50		
(AZ)	$58.00	$58.00	$58.00	$58.00	$58.00	$58.00

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Item	Approx. Qty.	Unit	Article Description

Projects UNDER Sixty Thousand ($60,000.00)

006 1 Hr. Laborer, after hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BA)	$51.75	$51.75	$51.75	$51.75	$51.75	$51.75
(BB)	$47.00	$47.00	$47.00	$47.00	$47.00	$47.00
(BC)	$50.04	$50.04	$47.66	$50.04	$50.04	$50.04
(BD)	$51.10	$51.10	$48.91	$53.40	$55.68	$51.10
(BE)	$20.00	$18.00	$20.00	$20.00	$20.00	$20.00
(BF)	$64.70	$64.70	$64.70	$64.70	$64.70	$64.70
(BG) Sheet Metal	$44.25	$44.25	$44.25	$44.25	$44.25	$44.25
(BG) Plumbing & Pipe Fitting	$44.25	$44.25	$44.25	$44.25	$44.25	$44.25
(BG) Electrical	$44.25	$44.25	$44.25	$44.25	$44.25	$44.25
(BH)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BI)	$23.50	$23.50	$23.50	$23.50	$23.50	$23.50
(BJ)	$51.62	$54.20	$51.62	$54.20	$56.78	$51.62
(BK)	$38.34	$38.34	$38.34	$38.34	$38.34	$38.34
(BL)	$29.20	$29.20	$29.20	$29.20	$29.20	$29.20
(BM)		$63.00	$63.00	$63.00	$63.00	$60.00
(BN)	$44.90	$44.90	$44.90	$44.90	$44.90	$44.90
(BO)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BP)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(BQ)				$60.00		

Item	Approx. Qty.	Unit	Article Description

Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects

007 1 Hr. Superintendent, regular hours

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AB)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(AC)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AD)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AE)	$67.00	$67.00	$67.00	$67.00	$67.00	$67.00
(AF)	$68.00	$68.00	$68.00	$68.00	$68.00	$68.00
(AG)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AH)	$63.00	$63.00	$63.00	$63.00	$63.00	$63.00
(AI)			$77.30	$62.52	$77.30	$78.30
(AJ)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AK)		$68.00				
(AL)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AM)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(AN)	$78.51	$78.51	$76.28			$78.51
(AO)		$51.72	$51.72	$51.72		$51.72
(AP)	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00

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Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects

007 1 Hr. Superintendent, regular hours

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AQ)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AR)	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
(AS)		$75.00	$75.00			
(AT)	$81.99	$81.99	$77.43	$81.99	$81.99	$81.99
(AU)		$45.00	$45.00			
(AV)	$56.00	$56.00	$56.00	$56.00	$56.00	$56.00
(AW)	$43.56	$43.56	$43.56	$43.56	$43.56	$43.56
(AX)	$94.00	$94.00	$94.00	$94.00	$94.00	$94.00
(AY)				$68.96		
(AZ)	$60.75	$60.75	$60.75	$60.75	$60.75	$60.75
(BA)	$72.45	$72.45	$72.45	$72.45	$72.45	$72.45
(BB)	$61.00	$61.00	$61.00	$61.00	$61.00	$61.00
(BC)	$89.22	$89.22	$84.97	$89.22	$89.22	$89.22
(BD)	$77.97	$77.97	$74.26	$81.67	$85.40	$77.97
(BE)	$50.00	$48.00	$50.00	$50.00	$50.00	$50.00
(BF)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BG) Sheet Metal	$60.44	$60.44	$60.44	$60.44	$60.44	$60.44
(BG) Plumbing & Pipe Fitting	$60.44	$60.44	$60.44	$60.44	$60.44	$60.44
(BG) Electrical	$60.44	$60.44	$60.44	$60.44	$60.44	$60.44
(BH)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(BI)	$34.50	$34.50	$34.50	$34.50	$34.50	$34.50
(BJ)	$70.33	$73.85	$70.33	$73.85	$77.36	$70.33
(BK)	$61.12	$61.12	$61.12	$61.12	$61.12	$61.12
(BL)	$45.39	$45.39	$45.39	$45.39	$45.39	$45.39
(BM)		$108.00	$108.00	$108.00	$108.00	$103.00
(BN)	$47.20	$47.20	$47.20	$47.20	$47.20	$47.20
(BO)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BP)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(BQ)				$100.00		
Item	Approx. Qty.	Unit	Article Description			

Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects

008 1 Hr. Superintendent, after hours

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$115.00	$115.00	$115.00	$115.00	$115.00	$115.00
(AB)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(AC)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AD)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AE)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AF)	$81.00	$81.00	$81.00	$81.00	$81.00	$81.00

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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Item	Approx. Qty.	Unit	Article Description			
	Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects					
008	1	Hr.	Superintendent, after hours			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AG)	$67.50	$67.50	$67.50	$67.50	$67.50	$67.50
(AH)	$68.00	$68.00	$68.00	$68.00	$68.00	$68.00
(AI)			$108.57	$93.79	$108.57	$109.57
(AJ)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AK)		$102.00				
(AL)	$94.00	$94.00	$94.00	$94.00	$94.00	$94.00
(AM)	$142.50	$142.50	$142.50	$142.50	$142.50	$142.50
(AN)	$117.76	$117.76	$114.41			$117.76
(AO)		$77.58	$77.58	$77.58		$77.58
(AP)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AQ)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AR)	$135.00	$135.00	$135.00	$135.00	$135.00	$135.00
(AS)		$78.00	$78.00			
(AT)	$109.39	$109.39	$103.32	$109.39	$109.39	$109.39
(AU)		$45.00	$45.00			
(AV)	$71.00	$71.00	$71.00	$71.00	$71.00	$71.00
(AW)	$43.56	$43.56	$43.56	$43.56	$43.56	$43.56
(AX)	$99.00	$99.00	$99.00	$99.00	$99.00	$99.00
(AY)				$103.44		
(AZ)	$91.12	$91.12	$91.12	$91.12	$91.12	$91.12
(BA)	$82.80	$82.80	$82.80	$82.80	$82.80	$82.80
(BB)	$72.00	$72.00	$72.00	$72.00	$72.00	$72.00
(BC)	$93.68	$93.68	$89.22	$93.68	$93.68	$93.68
(BD)	$80.97	$80.97	$77.76	$84.97	$88.40	$80.97
(BE)	$55.00	$53.00	$55.00	$55.00	$55.00	$55.00
(BF)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(BG) Sheet Metal	$74.82	$74.82	$74.82	$74.82	$74.82	$74.82
(BG) Plumbing & Pipe Fitting	$74.82	$74.82	$74.82	$74.82	$74.82	$74.82
(BG) Electrical	$74.82	$74.82	$74.82	$74.82	$74.82	$74.82
(BH)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(BI)	$44.00	$44.00	$44.00	$44.00	$44.00	$44.00
(BJ)	$77.86	$81.76	$77.86	$81.76	$85.65	$77.86
(BK)	$91.68	$91.68	$91.68	$91.68	$91.68	$91.68
(BL)	$50.34	$50.34	$50.34	$50.34	$50.34	$50.34
(BM)		$135.00	$135.00	$135.00	$135.00	$125.00
(BN)	$70.80	$70.80	$70.80	$70.80	$70.80	$70.80
(BO)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(BP)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(BQ)				$120.00		

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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Item	Approx. Qty.	Unit	Article Description
	Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects		
009	1	Hr.	Journeyman or Experienced Worker, regular hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AB)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AC)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AD)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AE)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AF)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AG)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AH)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AI)			$72.62	$71.62	$72.62	$72.62
(AJ)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AK)		$64.00				
(AL)	$64.00	$64.00	$64.00	$64.00	$64.00	$64.00
(AM)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AN)	$75.79	$75.79	$73.63			$75.79
(AO)		$48.53	$48.53	$48.53		$48.53
(AP)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AQ)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AR)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(AS)		$55.00	$55.00			
(AT)	$74.19	$74.19	$70.07	$74.19	$74.19	$74.19
(AU)		$30.00	$30.00			
(AV)	$49.00	$49.00	$49.00	$49.00	$49.00	$49.00
(AW)	$36.30	$36.30	$36.30	$36.30	$36.30	$36.30
(AX)	$76.00	$76.00	$76.00	$76.00	$76.00	$76.00
(AY)				$68.96		
(AZ)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(BA)	$62.35	$62.35	$62.35	$62.35	$62.35	$62.35
(BB)	$57.00	$57.00	$57.00	$57.00	$57.00	$57.00
(BC)	$69.20	$69.20	$65.91	$69.20	$69.20	$69.20
(BD)	$64.88	$64.88	$61.79	$67.97	$71.06	$64.88
(BE)	$45.00	$43.00	$45.00	$45.00	$45.00	$45.00
(BF)	$75.00					
(BG) Sheet Metal	$55.55	$60.80	$55.55	$55.55	$55.55	$55.55
(BG) Plumbing & Pipe Fitting	$48.55	$50.55	$48.55	$48.55	$48.55	$48.55
(BG) Electrical	$71.80	$73.80	$71.80	$71.80	$71.80	$71.80

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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Item	Approx. Qty.	Unit	Article Description

Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects

009 1 Hr. Journeyman or Experienced Worker, regular hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BH)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(BI)	$44.00	$44.00	$44.00	$44.00	$44.00	$44.00
(BJ)	$75.30	$79.07	$75.30	$79.07	$82.83	$75.30
(BK)	$54.31	$54.31	$54.31	$54.31	$54.31	$54.31
(BL)	$46.27	$46.27	$46.27	$46.27	$46.27	$46.27
(BM)		$85.00	$85.00	$85.00	$85.00	$80.00
(BN)	$43.03	$43.03	$43.03	$43.03	$43.03	$43.03
(BO)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BP)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(BQ)				$60.00		

Item	Approx. Qty.	Unit	Article Description

Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects

010 1 Hr. Journeyman or Experienced Worker, after hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$110.00	$110.00	$110.00	$110.00	$110.00	$110.00
(AB)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(AC)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AD)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(AE)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AF)	$81.00	$81.00	$81.00	$81.00	$81.00	$81.00
(AG)	$52.50	$52.50	$52.50	$52.50	$52.50	$52.50
(AH)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AI)			$100.04	$98.54	$100.04	$101.04
(AJ)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AK)		$96.00				
(AL)	$98.00	$98.00	$98.00	$98.00	$98.00	$98.00
(AM)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(AN)	$113.67	$113.67	$110.44			$113.67
(AO)		$72.80	$72.80	$72.80		$72.80
(AP)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AQ)	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00
(AR)	$120.00	$120.00	$120.00	$120.00	$120.00	$120.00
(AS)		$58.00	$58.00			
(AT)	$98.02	$98.02	$92.57	$98.02	$98.02	$98.02
(AU)		$30.00	$30.00			
(AV)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(AW)	$54.45	$54.45	$54.45	$54.45	$54.45	$54.45
(AX)	$86.00	$86.00	$86.00	$86.00	$86.00	$86.00
(AY)				$103.44		
(AZ)	$63.50	$63.50	$63.50	$63.50	$63.50	$63.50

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Item	Approx. Qty.	Unit	Article Description

Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects

010	1	Hr.	Journeyman or Experienced Worker, after hours worked			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BA)	$77.62	$77.62	$77.62	$77.62	$77.62	$77.62
(BB)	$64.00	$64.00	$64.00	$64.00	$64.00	$64.00
(BC)	$72.67	$72.67	$69.20	$72.67	$72.67	$72.67
(BD)	$67.88	$67.88	$64.79	$70.97	$74.06	$67.88
(BE)	$50.00	$45.00	$50.00	$50.00	$50.00	$50.00
(BF)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(BG) Sheet Metal	$83.33	$88.58	$83.33	$83.33	$83.33	$83.33
(BG) Plumbing & Pipe Fitting	$72.82	$78.07	$72.82	$72.82	$72.82	$72.82
(BG) Electrical	$90.00	$92.00	$90.00	$90.00	$90.00	$90.00
(BH)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(BI)	$47.00	$47.00	$47.00	$47.00	$47.00	$47.00
(BJ)	$101.17	$106.23	$101.17	$106.23	$111.29	$101.17
(BK)	$81.47	$81.47	$81.47	$81.47	$81.47	$81.47
(BL)	$27.17	$27.17	$27.17	$27.17	$27.17	$27.17
(BM)		$105.00	$105.00	$105.00	$105.00	$100.00
(BN)	$64.55	$64.55	$64.55	$64.55	$64.55	$64.55
(BO)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(BP)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(BQ)				$85.00		

Item	Approx. Qty.	Unit	Article Description

Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects

011	1	Hr.	Laborer, regular hours worked			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AB)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AC)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AD)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(AE)	$54.00	$54.00	$54.00	$54.00	$54.00	$54.00
(AF)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AG)	$28.00	$28.00	$28.00	$28.00	$28.00	$28.00
(AH)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AI)			$47.03	$41.23	$47.03	$48.03
(AJ)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AK)		$62.00				
(AL)	$58.00	$58.00	$58.00	$58.00	$58.00	$58.00
(AM)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(AN)	$54.14	$54.14	$52.60			$54.14
(AO)		$33.81	$33.81	$33.81		$33.81
(AP)	$25.00	$25.00	$25.00	$25.00	$25.00	$25.00

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Item	Approx. Qty.	Unit	Article Description

Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects

011 | 1 | Hr. | Laborer, regular hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AQ)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AR)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AS)		$38.00	$38.00			
(AT)	$56.78	$56.78	$53.62	$56.78	$56.78	$56.78
(AU)		$20.00	$20.00			
(AV)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AW)	$26.70	$26.70	$26.70	$26.70	$26.70	$26.70
(AX)	$66.00	$66.00	$66.00	$66.00	$66.00	$66.00
(AY)				$34.51		
(AZ)	$38.75	$38.75	$38.75	$38.75	$38.75	$38.75
(BA)	$41.40	$41.40	$41.40	$41.40	$41.40	$41.40
(BB)	$41.00	$41.00	$41.00	$41.00	$41.00	$41.00
(BC)	$44.48	$44.48	$42.37	$44.48	$44.48	$44.48
(BD)	$48.10	$48.10	$45.91	$50.40	$52.68	$48.10
(BE)	$36.00	$34.00	$36.00	$36.00	$36.00	$36.00
(BF)	$46.18	$46.18	$46.18	$46.18	$46.18	$46.18
(BG) Sheet Metal	$30.17	$30.17	$30.17	$30.17	$30.17	$30.17
(BG) Plumbing & Pipe Fitting	$30.17	$30.17	$30.17	$30.17	$30.17	$30.17
(BG) Electrical	$30.17	$30.17	$30.17	$30.17	$30.17	$30.17
(BH)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(BI)	$23.50	$23.50	$23.50	$23.50	$23.50	$23.50
(BJ)	$54.80	$57.54	$54.80	$57.54	$60.28	$54.80
(BK)	$43.23	$43.23	$43.23	$43.23	$43.23	$43.23
(BL)	$27.54	$27.54	$27.54	$27.54	$27.54	$27.54
(BM)		$55.00	$55.00	$55.00	$55.00	$50.00
(BN)	$29.94	$29.94	$29.94	$29.94	$29.94	$29.94
(BO)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(BP)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(BQ)				$45.00		

***Bidder (AM): 1st - 4th year apprentice**

Item	Approx. Qty.	Unit	Article Description

Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects

012 | 1 | Hr. | Laborer, after hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AB)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AC)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AD)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AE)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00

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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Item	Approx. Qty.	Unit	Article Description			
			Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects			
012	1	Hr.	Laborer, after hours worked			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AF)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AG)	$42.00	$42.00	$42.00	$42.00	$42.00	$42.00
(AH)	$53.00	$53.00	$53.00	$53.00	$53.00	$53.00
(AI)			$63.16	$61.86	$63.16	$64.16
(AJ)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AK)		$93.00				
(AL)	$88.00	$88.00	$88.00	$88.00	$88.00	$88.00
(AM)	$82.50	$82.50	$82.50	$82.50	$82.50	$82.50
(AN)	$81.22	$81.22	$78.89			$81.22
(AO)		$50.72	$50.72	$50.72		$50.72
(AP)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AQ)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AR)	$97.50	$97.50	$97.50	$97.50	$97.50	$97.50
(AS)		$42.00	$42.00			
(AT)	$76.87	$76.87	$72.59	$76.87	$76.87	$76.87
(AU)		$20.00	$20.00			
(AV)	$39.00	$39.00	$39.00	$39.00	$39.00	$39.00
(AW)	$40.05	$40.05	$40.05	$40.05	$40.05	$40.05
(AX)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AY)				$51.77		
(AZ)	$58.10	$58.10	$58.10	$58.10	$58.10	$58.10
(BA)	$51.75	$51.75	$51.75	$51.75	$51.75	$51.75
(BB)	$47.00	$47.00	$47.00	$47.00	$47.00	$47.00
(BC)	$46.71	$46.71	$44.48	$46.71	$46.71	$46.71
(BD)	$51.10	$51.10	$48.91	$53.40	$55.68	$51.10
(BE)	$38.00	$36.00	$38.00	$38.00	$38.00	$38.00
(BF)	$69.27	$69.27	$69.27	$69.27	$69.27	$69.27
(BG) Sheet Metal	$44.25	$44.25	$44.25	$44.25	$44.25	$44.25
(BG) Plumbing & Pipe Fitting	$44.25	$44.25	$44.25	$44.25	$44.25	$44.25
(BG) Electrical	$44.25	$44.25	$44.25	$44.25	$44.25	$44.25
(BH)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(BI)	$28.00	$28.00	$28.00	$28.00	$28.00	$28.00
(BJ)	$74.30	$78.01	$74.30	$78.01	$81.72	$74.30
(BK)	$64.85	$64.85	$64.85	$64.85	$64.85	$64.85
(BL)	$29.20	$29.20	$29.20	$29.20	$29.20	$29.20
(BM)		$65.00	$65.00	$65.00	$65.00	$60.00
(BN)	$44.90	$44.90	$44.90	$44.90	$44.90	$44.90
(BO)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BP)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(BQ)				$60.00		

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Item	Approx. Qty.	Unit	Article Description
013	1	Hr.	Diagnosis, project estimates, troubleshooting, other

Vendor	Unit Price
(AA)	$175.00
(AB)	$65.00
(AC)	$150.00
(AD)	$75.00
(AE)	$70.00
(AF)	$60.00
(AG)	$65.00
(AH)	$95.00
(AI)	$78.30
(AJ)	$125.00
(AK)	$125.00
(AL)	$92.00
(AM)	$75.00
(AN)	$96.82
(AO)	$50.00
(AP)	$150.00
(AQ)	$150.00
(AR)	$75.00
(AS)	$72.00
(AT)	$84.26
(AU)	$45.00
(AV)	$78.00
(AW)	$50.82
(AX)	$86.00
(AY)	$68.96
(AZ)	$75.00
(BA)	$67.25
(BB)	$18.50
(BC)	$70.00
(BD)	$75.00
(BE)	$55.00
(BF)	$65.00
(BG) Sheet Metal	$93.00
(BG) Plumbing & Pipe Fitting	$93.00
(BG) Electrical	$93.00
(BH)	$80.00
(BI)	$35.00

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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Item	Approx. Qty.	Unit	Article Description
013	1	Hr.	Diagnosis, project estimates, troubleshooting, other

Vendor	Unit Price
(BJ)	$86.58
(BK)	$65.00
(BL)	$49.50
(BM)	$100.00
(BN)	$48.25
(BO)	$90.00
(BP)	$70.00
(BQ)	$110.00

Item	Approx. Qty.	Unit	Article Description
014		%	Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered.

Vendor	% Discount
(AA)	0%
(AB)	0%
(AC)	0%
(AD)	5%
(AE)	0%
(AF)	-10%
(AG)	0%
(AH)	3%
(AI)	0%
(AJ)	2%
(AK)	0.00%
(AL)	0.00%
(AM)	0%
(AN)	0.00%
(AO)	0.00%
(AP)	0%
(AQ)	0%
(AR)	0%
(AS)	0%
(AT)	0%
(AU)	5%
(AV)	0%
(AW)	0%
(AX)	0%
(AY)	10%
(AZ)	0%
(BA)	10%
(BB)	5%

DocuSign Envelope ID: CF0CAFC1-C847-48CD-B5CB-4BEFD91351D1

Item	Approx. Qty.	Unit	Article Description
014		%	Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered.

Vendor	% Discount
(BC)	2%
(BD)	0.00%
(BE)	0%
(BF)	0%
(BG) Sheet Metal	0%
(BG) Plumbing & Pipe Fitting	0%
(BG) Electrical	0%
(BH)	0%
(BI)	0%
(BJ)	0.00%
(BK)	0%
(BL)	0%
(BM)	0.00%
(BN)	0%
(BO)	10%
(BP)	0.15%
(BQ)	0%

Item	Approx. Qty.	Unit	Article Description
015		Day	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person. Bidders should provide a Per Diem Rate that does not exceed the Per Diem Rate defined above in this bid. If a Per Diem Rate is not submitted by the Bidder, the defined rate shall be the default.

Vendor	Unit Price
(AA)	$175.00
(AB)	$125.00
(AD)	$125.00
(AE)	$125.00
(AF)	$120.00
(AG)	$100.00
(AH)	$150.00
(AI)	$151.00
(AJ)	$151.00
(AK)	$131.00
(AL)	$171.00
(AM)	$50.00

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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Item	Approx. Qty.	Unit	Article Description
015		Day	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person. Bidders should provide a Per Diem Rate that does not exceed the Per Diem Rate defined above in this bid. If a Per Diem Rate is not submitted by the Bidder, the defined rate shall be the default.

Vendor	Unit Price
(AN)	$150.00
(AO)	$115.00
(AP)	$125.00
(AQ)	$125.00
(AR)	USE DEFINED
(AS)	$130.00
(AT)	$125.00
(AV)	$90.00
(AW)	$121.00
(AX)	$150.00
(AY)	$155.00
(AZ)	$150.00
(BA)	$125.00
(BB)	$159.00
(BC)	$105.00
(BD)	$164.00
(BE)	$105.00
(BF)	$155.00
(BG) Sheet Metal	$150.00
(BG) Plumbing & Pipe Fitting	$150.00
(BG) Electrical	$150.00
(BH)	$120.00
(BI)	$100.00
(BJ)	$192.00
(BK)	$55.00
(BL)	$168.00
(BM)	$145.00
(BN)	$100.00
(BO)	$225.00
(BP)	$130.00
(BQ)	$150.00

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Item	Unit	Article Description
016	Mileage	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com. Bidders should provide a Mileage Rate that does not exceed the IRS Mileage Rate linked above. If a Mileage Rate is not submitted by the Bidder, the defined rate shall be the default.

Vendor:	Physical Address	Company Name	Address	City, State, Zip	Mile Cost
(AA)	1570 Pacheco St E6	AGM Konstruction	1570 Pacheco St E6	Santa Fe, NM 87505	$1.55
(AB)	2318 Roldan Drive	Advanced Environmental Solutions, Inc.	2318 Roldan Drive	Belen, NM 87002	$1.25
(AC)	539 Oliver Ross Dr. NW	All-Rite Construction, Inc.	539 Oliver Ross Dr. NW	Albuquerque, NM 87121	
(AD)	2859 Cerrillos Road	Allied Electric Inc.	PO Box 28430	Santa Fe, NM 87592-8430	$0.57
(AE)	104 Sin Nombre Court NE 87113	AnchorBuilt Inc.	PO Box 27688	Albuquerque, NM 87125	$0.95
(AF)	9720 Bell Ave SE, Albuquerque, NM 87123	B&D Industries, Inc.	9720 Bell Ave SE	Albuquerque, NM 87123	$0.45
(AG)		Barnsley Construction, LLC	4900 Hawkins St	Albuquerque, NM 87109	$55.00
(AH)	413 Burma Dr. NE	C R M Construction	413 Burma Dr. NE	Albuquerque, NM 123 87123	$1.35
(AI)	921 Bleimeyer., Las Cruces, NM	Classic Industries, Inc.	PO Box 434	Dona Ana 88032	$0.58
(AJ)	116 Veranda Rd. NW Albuquerque NM 87107	Consolidated Builders of NM LLC	PO Box 26785	Albuquerque, N.M. 87121	$ 0.575
(AK)					$1.25
(AL)	5904 Florence Ave, NE	FacilityBUILD, Inc.	5904 Florence Ave, NE	Albuquerque 87113	$0.57
(AM)	7209 Jefferson St NE	Facility Solutions Group	8340 Burnham Rd Suite 300	El Paso TX 79907	$0.57

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Item	Unit	Article Description
016	Mileage	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com. Bidders should provide a Mileage Rate that does not exceed the IRS Mileage Rate linked above. If a Mileage Rate is not submitted by the Bidder, the defined rate shall be the default.

Vendor:	Physical Address	Company Name	Address	City, State, Zip	Mile Cost
(AN)	8819 Second Street NW	First Mesa Construction, Inc.	PO Box 92258	Albuquerque, NM 87199-2258	*dump trucks $1.95; *service truck $1.55
(AO)	1025 Douglas Avenue, Las Vegas, NM 87701	Franken Construction Co., Inc.	1025 Douglas Avenue	Las Vegas, NM 87701	$0.95/mile
(AP)	5935 Agua Fria Street; Santa Fe, NM 87507	GM Emulsion, LLC	5935 Agua Fria Street	Santa Fe, NM 87507	$5.00
(AQ)	5935 Agua Fria Street; Santa Fe, NM 87507	GME General Building LLC	5935 Agua Fria Street	Santa Fe, NM 87507	$1.25
(AR)	3800 Vassar Dr. NE 87107	HEI, Inc.	3800 Vassar Dr. NE	Albuquerque, NM 87107	$0.575
(AS)	4425 Juan Tabo NE, #208	Handiwork, Inc.	4425 Juan Tabo NE, #208	Albuquerque, NM 8711	$0.575
(AT)	501 Eubank Blvd. SE Alb, NM 87123	Jack B. Henderson Construction Co., Inc.	501 Eubank Blvd. SE	Albuquerque 87123	$0.50
(AU)	2620 Via Berrenda Santa Fe, NM 87505	JRM Construction Co. LLC	2620 Via Berrenda	Santa Fe NM	
(AV)	98 County Rd. 119 Espanola 87532	La Mesilla Construction, LLC	98 County Road 119	Espanola, NM 87532	$0.65
(AW)	125 Bosque Farms Blvd. Bosque Farms, NM 87068	Lone Mountain Contracting, Inc.	125 Bosque Farms Blvd.	Bosque Farms, 87068	$0.65

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Item	Unit	Article Description
016	Mileage	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com. Bidders should provide a Mileage Rate that does not exceed the IRS Mileage Rate linked above. If a Mileage Rate is not submitted by the Bidder, the defined rate shall be the default.

Vendor:	Physical Address	Company Name	Address	City, State, Zip	Mile Cost
(AX)		Longhorn Construction Services, Inc.	9208 Lona Lane NE	Albuquerque, NM 57111	$0.575
(AY)	1520 W. Amador	Lynco Electric Co. Inc.	1520 W. Amador	Las Cruces, NM 88005	$0.43
(AZ)	1996 S Valley Drive	Mans Construction Company	1996 S. Valley Drive	Las Cruces 88005	$0.57
(BA)	Attention: David (Mack) MacReady; Address Same as Below	Mechanical Control Solutions	4020 Vassar Dr. NE, Suite B	Albuquerque, NM 87101	$0.78
(BB)	1207 Scoggins	Mevacon LLC	1207 Scoggins	Las Cruces 88005	$1.57
(BC)	8401 Firestone Lane, NE, Albq, NM 87113	Mick Rich Contractors, Inc.	PO Box 90727	Albuquerque, NM 87199	$0.575
(BD)	428 Candi Ln	Nieto Custom Builders	428 Candi Ln	Corrales, NM 87048	$0.62
(BE)	925 Mills Avenue, LV, NM 87701	NorthEastern Construction Company	925 Mills Avenue, LV, NM 87701	Las Vegas, New Mexico	$0.60
(BF)	6301 4th Street, N.W., Suite 1	Pluma, LLC	6301 4th Street, N.W., Suite 1	Albuquerque 87107	$0.57
(BG)	1409 Ortiz Drive SE	QA Engineering LLC	1409 Ortiz Drive SE	Albuquerque, NM 87108	$0.575
(BH)	609 Baker Lane, Espanola, NM 87532	R and M Construction LLC	PO Box 1026	Alcalde, NM 87511	$0.545
(BI)	3272 Ojos de Jo	Roadruner Plaster and drywall	3272 Ojos de Jo	Santa Fe, NM 87507	$1.25

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Item	Unit	Article Description
016	Mileage	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com. Bidders should provide a Mileage Rate that does not exceed the IRS Mileage Rate linked above. If a Mileage Rate is not submitted by the Bidder, the defined rate shall be the default.

Vendor:	Physical Address	Company Name	Address	City, State, Zip	Mile Cost
(BJ)	8912 Adams St. NE	SDV Construction, Inc.	8912 Adams St. NE	Albuquerque 87113	$0.575
(BK)	16 Miranda Rs. Belen, New Mexico 87002	Sanchez Demolition Inc.	PO Box 721 Bosque NM 8700	Bosque New Mexico 87006	$0.575
(BL)					$0.57
(BM)	1716 W 7th St Clovis, NM 88101	WWRC, INC	1716 W 7th St	Clovis, New Mexico 88101	$1.00
(BN)	3344 Princeton Dr. NE, Albuquerque, NM 87107	Weil Construction, Inc.	3344 Princeton Dr. NE	Albuquerque, NM 87107	$0.545
(BO)	6060 Isleta Blvd SW	Welch's Boiler Supply Inc.	6060 Isleta Blvd SW	Albuquerque NM 87105	$1.60
(BP)	3301 Girard Blvd NE	Western Mechanical HVAC & Plumbing	3301 Girard Blvd NE	Albuquerque NM 87107	$1.25
(BQ)	1700 10th Street	White Sands Construction, Inc.	1700 10th Street	Alamogordo, NM 88310	$0.57

***** 16 Items Total *****

Certificate Of Completion

Envelope Id: CF0CAFC1C84748CDB5CB4BEFD91351D1
Status: Completed
Subject: 00-00000-20-00110 General Construction Services - Statewide
Source Envelope:
Document Pages: 47
Signatures: 1
Certificate Pages: 5
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Travis Dutton-Leyda
13 Bataan Blvd
Santa Fe, NM 87508
travis.dutton-leyda@state.nm.us
IP Address: 73.26.219.12

Record Tracking

Status: Original
6/26/2020 9:59:43 AM
Holder: Travis Dutton-Leyda
travis.dutton-leyda@state.nm.us
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: Carahsoft OBO State of New Mexico GSD-SPD
Location: DocuSign

Signer Events	Signature	Timestamp
Michael Saavedra Michael.Saavedra@state.nm.us State of New Mexico, Dept of Information Technology Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8	MS Signature Adoption: Pre-selected Style Using IP Address: 174.237.10.86	Sent: 6/26/2020 10:31:00 AM Viewed: 6/26/2020 10:32:13 AM Signed: 6/26/2020 10:32:18 AM
Travis Dutton-Leyda travis.dutton-leyda@state.nm.us IT & Construction Bureau Chief New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	JDL Signature Adoption: Pre-selected Style Using IP Address: 73.26.219.12	Sent: 6/26/2020 10:32:24 AM Viewed: 6/26/2020 10:33:05 AM Signed: 6/26/2020 10:33:12 AM
Valerie Paulk valerie.paulk@state.nm.us State of New Mexico, Dept of Information Technology Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff	Valerie Paulk Signature Adoption: Pre-selected Style Using IP Address: 174.237.9.161 Signed using mobile	Sent: 6/26/2020 10:33:19 AM Viewed: 6/26/2020 10:38:57 AM Signed: 6/26/2020 10:44:17 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/26/2020 10:33:19 AM
Certified Delivered	Security Checked	6/26/2020 10:38:57 AM
Signing Complete	Security Checked	6/26/2020 10:44:17 AM
Completed	Security Checked	6/26/2020 10:44:17 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

B. Obtaining paper copies

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

C. Withdrawing your consent

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

D. Consequences of changing your mind

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

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

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

F. How to contact GSD:

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

G. To advise SPD of your new email address

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

H. To request paper copies from SPD

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

I. To withdraw your consent with SPD

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

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

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

J. Required hardware and software

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

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

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

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

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

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: FACILITY BUILD INC
DBA: FACILITY BUILD INC

Business Location: 5904 FLORENCE AVE NE
ALBUQUERQUE, NM 87113

Owner: Brian Kilcup

License Number: 224809

Issued Date: December 07, 2020

Expiration Date: December 07, 2021

CRS Number: 01836451009

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor - General

Fees Paid: $10.00

FACILITY BUILD INC
5904 FLORENCE AVE NE
ALBUQUERQUE, NM 87113

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/19/2021

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

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

PRODUCER	**CONTACT NAME:** Janet Ellison
Brown & Brown Insurance of New Mexico, Inc.	**PHONE (A/C, No, Ext):** (505) 857-2119 **FAX (A/C, No):**
PO Box 94450	**E-MAIL ADDRESS:** jellison@bbnm.com
Albuquerque NM 87199	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
INSURED	**INSURER A :** Valley Forge Insurance Company 20508
FACILITYBUILD, INC.	**INSURER B :** The Continental Insurance Company 35289
5904 FLORENCE AVE NE	**INSURER C :** New Mexico Assurance Company 13673
ALBUQUERQUE NM 87113	**INSURER D :** / **INSURER E :** / **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** Master w/umb **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		6080401878	04/01/2020	04/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			6080401881	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
B	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [X] CLAIMS-MADE [ ] DED [ ] RETENTION $			6080401895	04/01/2020	04/01/2021	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0101272	04/01/2020	04/01/2021	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

RE: Job # 205092, Project: COSF-Water Street Restroom Facility

CERTIFICATE HOLDER

City of Santa Fe
Atn: Curt Temple
P O Box 909;2651 Siringo Rd
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 PWD AMENDMENT 1 TO FACILITY BUILD 20-0263 RE-1

Final Audit Report 2021-01-27

Created:	2021-01-19
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
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Agreement completed.
2021-01-27 - 4:14:57 PM GMT

City of Santa Fe, New Mexico
Memorandum

DATE: **January 28, 2021**

TO: **Governing Body**
Finance Committee
Public Works Committee

VIA: **Jarel LaPan Hill, City Manager**
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Richard Brown, Community Development Director Richard Brown

FROM: **Randy Randall, Tourism Director** Randy Randall

ITEM AND ISSUE:
Request for the Approval of Amendment #1 to MOA with Santa Fe County in the Total Amount of $0 for the jointly funded SF Film Office; Santa Fe County; Randy Randall, rrandall@santafenm.gov, 955-6209

BACKGROUND AND SUMMARY:

We are requesting the approval of Amendment #1 to MOA #20-0162, which was an MOA between Santa Fe County and the City of Santa Fe that provided funding for the jointly funded Film Office in the amount of $150,000, to be split equally between TSF and Economic Development. For the past four years, the city and county have operated a joint Santa Fe Film Office, funded equally between the two entities and is housed in the County with the County providing office space and support services to the office in addition to their monetary contribution. For the first three years the office has been funded at $300,000 per year. The City's half of this has been funded equally between Tourism Santa Fe and Economic Development. In FY20 the office was able to be funded at $200,000 ($100,000 from each entity as a result of budget cuts related to COVID and staff changes). For FY21, it was determined that there are sufficient cash balances from prior funding to cover the current year, therefore, no additional funding is required for the current fiscal year. The County already has these funds and has asked for the attached MOA which provides authorization from the City to expend our half of the accumulated cash balances that the county has to complete the FY21 operations. The amount in cash balances is $92,500 from each entity.

The Santa Fe Film Office has proven to be an extremely valuable tool in our response to proposed filming opportunities and ongoing support to all film and media productions. In calendar 2020 it also provided some relief for our diminished visitation as all film and media productions have been deemed "essential" by the Governor with world-wide industry strict Covid Safe Practice requirements in place and enforced. We feel it will help significantly as we see tourism restart in calendar 2021 and continue to be an important part of our economic growth and diversification as the film office continues to bring in various projects with a wide variety of budgets.

PROCUREMENT METHOD:

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

CONTRACT NUMBER:
The FY20 Munis contract number is 3201703.

FUNDING SOURCE:
The funding source for FY20 is below. **Please note, we are not requesting additional funds in FY21, only requesting authorization to utilize funds in the SF County escrow account in FY21 from funds disbursed in FY20.**

The funding source is Santa Fe County Escrow Account, which was partially funded from below in FY20:
Fund Name/Number: TSF/VSF Fund 213 - $46,250
Economic Development Fund 212 - $46,250
Munis Org Name/Number: TSF/CVB 2130521
Economic Development Ops 2122800
Munis Object Name/Number: Other Consulting/510340

Munis Contract Number: #3201703

ACTION REQUESTED:
Tourism respectfully requests your review and approval.

Signature: Randy Randall
Randy Randall (Jan 29, 2021 14:41 MST)

Email: rrandall@ci.santa-fe.nm.us

Signature: Richard Brown

Email: rdbrown@ci.santa-fe.nm.us

City of Santa Fe, New Mexico

memo

Date: **January 28, 2021**

To: **Fran Dunaway, Chief Procurement Officer**

From: Randy Randall, TSF Director

Subject: **Exemption Determination Request 13-1-98 A**

Tourism Department respectfully request exempt determination to be approved by the City's CPO, Fran Dunaway. The Memo of Agreement is between Santa Fe County and City of Santa Fe Tourism Department

City of Santa Fe follows the New Mexico State Procurement code.

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

Amount: $ 0 - Request is for approval the accumulated fund balances from prior fiscal years by SF County only, not requesting additional funding for FY21.

Term: FY21

Approved Exemption

Fran Dunaway

Fran Dunaway (Feb 1, 2021 11:43 MST)

Fran Dunaway, Chief Procurement Officer

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Santa Fe County

Procurement Title: MOA with Santa Fe County for Film Office

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

Exempt ☒ *Request For Proposal* (RFP) ☐ *Invitation To Bid (ITB)* ☐ *Contract under 60K* *Contract over 60K* ☐

Department Requesting Tourism Staff Name Randy Randall

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☐	☒	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☒	☐	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☒	☐	FIR
☒	☐	Executed Contract, Agreement or Amendment
☐	☒	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☐	☒	Certificate of Insurance
☒	☐	All documentation presented to Committees
☐	☐	Other: _____

Randy Randall, TSF Director

Department Rep Printed Name (attesting that all information included) Title Date

Fran Dunaway

Fran Dunaway (Feb 1, 2021 11:43 MST)

Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3201703**

Contractor: **Santa Fe County**

Description: **This MOA is between the City of Santa Fe and Santa Fe County for the joinlty funded Film Office. This is to approve the usage of FY20 escrow funds in FY21. No funds are being requested at this time.**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **2/11/20** Term End Date: **6/30/20**

☐ Approved by Council Date: **3/11/20**

Contract / Lease: MOA with SF County for the joint Santa Fe Film Office

Amendment # **1** to the Original Contract / Lease # **20-0162**

Increase/(Decrease) Amount $ **0**

Extend Termination Date to: **6/30/21**

☐ Approved by Council Date:

Amendment is for: Allow for the use of FY20 fund balances with the County to be expended FY21

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
The jointly funded film office was established four years ago. MOA #20-0162 was done in FY20 for $150,000 to be split equally between TSF and Economic Development. This is amendment #1 to allow for the usage for funds remaining in fund balances at SF County from FY20 to be expended in FY21. Due to Covid, the normal use of funds was decreased, and now the use of those funds is essential to assist with the film industry to help our economy begin to recover.

3. Procurement History:

Fran Dunaway (Feb 1, 2021 11:43 MST)

Purchasing Officer Review: Feb 1, 2021 Date:

Comment & Exceptions: 13-1-98 (A) entity to entity

4. Funding Source: TSF/CVB/OtherConsult/ED./OtherConsult Org / Object: 2130521-510340 + 2122800.510340

Alexis Lotero (Feb 1, 2021 17:55 MST)

Budget Officer Approval: Feb 1, 2021 Date:

Comment & Exceptions:

Staff Contact who completed this form: **Antoinette Armijo-Rougemont** Phone # **x6210**

Email:

To be recorded by City Clerk:

Clerk #

Date of Execution:

City of Santa Fe
FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)

General Information

Department Name:	TOURISM	Department Name:	
Division Name:	VSF (Visit Santa Fe)	Division Name:	

Financial Information

Amount Requested:	$0.00	Munis Fund Number:	213
Vendor Name:	Santa Fe County for Film Office	Munis Org Number:	22108
Approved by Director?	Yes	Munis Object Code:	510340

Expenditure Information

1. Describe the purchase of goods/services. Is this one-time or recurring? Please explain why this is the lowest cost option for this expenditure.
The SF Film Office was jointly formed four years ago by the City of Santa Fe and Santa Fe County. The County provides office space and support services in addition to their monetary contribution. The office provides support to all film and media productions, which contributes to our economic growth.

2. Please describe which legally required City service does this procurement support? Does this procurement provide support for compliance with City, State and Federal requirements? If yes, please explain.
N/A

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.
No. There is currently no staff available to handle this responsibility, thus our monetary contribution to provide this support on behalf of the City of Santa Fe. This is a joint venture with the city and county to support increased film production in Santa Fe.

4. Would there be any adverse health, safety or economic implications if this expenditure was not approved? What impact will there be on the department and the City operations if this expenditure is not approved.
There would be economic implications if the use of the fund balances for the remainder of FY21 is not approved. This service will be essential to the recovery of our economy.

5. If this purchase is not approved with City funds, what are alternative funding sources for the proposed expenditure? Does this duplicate efforts being provided by other governmental, for profit or non-profit entities?
MOA is authorizing the use of existing fund balances resulting from past equal contributions from the city and county.

Procurement Office Signature	Budget Office Signature	Finance Director Signature

Item#_____

AMENDMENT NO. 1
TO MEMORANDUM OF AGREEMENT
BETWEEN SANTA FE COUNTY AND
THE CITY OF SANTA FE
REGARDING THE OPERATION OF THE SANTA FE REGIONAL FILM OFFICE

This Amendment is entered into on this ___ day of _____, 2021, by and between **Santa Fe County**, a political subdivision of the State of New Mexico ("County") and the **City of Santa Fe** ("City") or collectively the "Parties".

WHEREAS, the Parties entered into a Memorandum of Agreement No. 2020-0147-CMO/BT (the "MOA") on March 17, 2020, to provide for their agreement to jointly fund the ongoing operations of the Santa Fe Regional Film Office, which the parties established in 2017. The parties have been operating the Santa Fe County Regional Film Office since 2017; and

WHEREAS, Article 6 of the MOA allows the MOA to be amended by an instrument in writing and executed by the parties; and

WHEREAS, since 2017 and as of June 30, 2020, the Parties have contributed $550,000.00 each for a total of $1,100,000.00. Of this sum, the Santa Fe Regional Film Office has expended $908,549.00 leaving a cash balance of $191,451.00; and

WHEREAS, in 2020 the Parties' budgets have been negatively impacted by the COVID-19 pandemic and the state's emergency health orders. The Parties have had to cut their budgets and have agreed to reduce the budget for the operation of the Santa Fe Regional Film Office to a sum of $200,000.00 with $100,000.00 contributed by each Party; and

WHEREAS, the Parties' joint operation of the Santa Fe Regional Film Office since 2017 has resulted in a total of $191,451.00 in savings which the parties now wish to set forth for expenditure in fiscal year 2021; and

WHEREAS, the Santa Fe Regional Film Office has a fiscal year 2021 budget of $185,000.00 and the Parties agree to fund that budget with the $191,451.00 cash balance, therefore eliminating the need for either Party to contribute additional funds for operational expenses for fiscal year 2021; and

WHEREAS, in addition to setting forth the budget for fiscal year 2021, the Parties also wish to extend the term of the MOA to June 30, 2021; and

WHEREAS, both parties wish to enter into this Amendment No. 1.

NOW, THEREFORE, THE PARTIES AGREE TO AMEND THE MOA AS FOLLOWS:

1. Article 1 (Duties of the Parties), subpart A (County's duties) is amended by deleting subpart 3 and replace it with:

3. Provide $100,000.00 in direct funding for operational expenses of the Santa Fe Regional Film Office in fiscal year 2020.

2. Article 1 (Duties of the Parties), subpart B (City's duties) is amended by deleting subpart 3 and replace it with:

3. Provide $100,000.00 in direct funding for operational expenses of the Santa Fe Regional Film Office in fiscal year 2020.

3. Article 1 (Duties of the Parties), insert a subparagraph C to read:

C. By Amendment No. 1 to this MOA, the Parties agree that the $191,451.00 in savings will be expended based on an annual operating budget of $185,000.00. Each Party having allocated or budgeted $92,500.00 for the operational expenses of the Santa Fe Regional Film Office in fiscal year 2021.

4. Article 3 (Term and Termination), subpart A is amended by deleting "2020" and replace it with "2021."

5. All other provisions of the MOA not specifically amended or modified by this Amendment No. 1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the date of last signature by the parties hereto.

SANTA FE COUNTY:

_____ _____
Katherine Miller Date
Santa Fe County Manager

Approved as to form:

_____ _____
Gregory S. Shaffer Date
Santa Fe County Attorney

Finance Division:

_____ _____
Yvonne S. Herrera Date
Finance Director

CITY OF SANTA FE:

Alan Webber, Mayor	Date
ATTEST:	
Kristine Mihelcic, City Clerk	Date
City Attorney's Office: Marcos Martinez Marcos Martinez (Jan 19, 2021 15:10 MST)	Jan 19, 2021
Senior Assistant City Attorney	Date
Approved for Finances:	
Mary McCoy, Finance Director	Date

2021 01 19 SFFO MOA Tracked Changes by Jen)

Final Audit Report 2021-01-19

Created:	2021-01-19
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
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MEMORANDUM OF AGREEMENT
BETWEEN SANTA FE COUNTY AND
THE CITY OF SANTA FE

THIS MEMORANDUM OF AGREEMENT (hereinafter "MOA") is entered on this the 11th day of February 2020, between **SANTA FE COUNTY** (hereinafter "County"), a political subdivision of the state of New Mexico, and the **CITY OF SANTA FE** (hereinafter "City"), collectively the "Parties".

RECITALS

WHEREAS, the film and media industries contribute millions of dollars a year annually to the local and regional economy; and

WHEREAS, local governments benefit from the film industry through job creation, direct collection of gross receipts taxes, leases, permitting and other fees, as well as through global exposure of the region for tourism, business recruitment and other activities; and

WHEREAS, the state of New Mexico and specifically the north-central region, has established itself as a premiere production location for film and television production; and

WHEREAS, resources exist in the region to significantly expand both traditional film/television production, and digital media technologies for both entertainment and non-entertainment applications, posing an attractive opportunity for business retention, recruitment and expansion; and

WHEREAS, no centralized, dedicated servicing entity currently exists at the County/ City level to handle incoming productions or business queries, resulting in confusion and the potential delivery of reduced and/or sub-par services to productions and businesses wishing to locate in the region. This represents a significant impediment to growth in these areas and also a vulnerability to the local program in an increasingly competitive global production environment; and

WHEREAS, in order to maximize revenue, job growth and other benefits to the local economy and government; develop and implement a strategic plan for growth in these and related areas; and represent the interests of the local government before state, national and international legislative bodies and professional forums, it is desirable to create a centralized film office administratively housed at the County and that will service the general Santa Fe region. This is a firmly established tenet of "best practices" in virtually every region of significant production activity throughout the county; and

WHEREAS, in fiscal year 2017, the County and the City jointly established the Santa Fe Regional Film Office.

NOW, THEREFORE, the Parties mutually agree as follows:

1. DUTIES OF THE PARTIES

A. The County shall:

1. Provide direct management and oversight of the staff of the Regional Film Office .
2. Designate a liaison to work collaboratively with City staff through the Regional Film Office.
3. Provide $150,000.00 in direct funding for operational expenses related to the Regional Film Office in fiscal year 2020.

B. The City shall:

1. Designate a liaison to work collaboratively with the Regional Film Office and County staff.
2. Provide $150,000.00 in direct funding for operational expenses related to the Regional Film Office in fiscal year 20.

3. TERM AND TERMINATION

A. This MOA shall, upon due execution by all Parties, become effective as of the date first written above and shall terminate on June 30, 2020, unless earlier terminated as indicated below or extended by the mutual written agreement of both Parties.

B. This MOA may be terminated by either Party upon delivery of a written notice delivered to the other Party at least30 days prior to the intended date of termination. By such termination, neither Party may nullify or avoid any obligations incurred prior to termination

4. ASSIGNMENT

Neither Party shall not assign or transfer any interest or rights in this MOA without the advance written approval of the other Party. Any attempted assignment or transfer without the other Party's advance written approval shall be null and void and without any legal effect.

5. LIABILITY

Each Party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of this MOA. Each Party shall be liable for its actions in accordance with this MOA. Any liability incurred by the County or the City in connection with this MOA is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq. . The County, 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 MOA modifies or waives any provision of the New Mexico Tort Claims Act.

6. AMENDMENT

This MOA shall not be altered, changed or amended except by an instrument in writing executed by the Parties.

7. APPROPRIATIONS

The terms of this MOA are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico and the governing bodies of the City and the County for the performance of this MOA. If sufficient appropriations and authorization are not made, this MOA shall terminate immediately upon written notice being given by the terminating Party to the other Party. Any Party's decision as to whether sufficient appropriations are available shall be accepted by the other Party and shall be final.

8. GOVERNING LAW

This MOA shall be governed by, and construed in accordance with, the laws of New Mexico and the applicable ordinances of the Parties.

9. ACCOUNTABLITY

During the term of this MOA and for a period of three years thereafter, each Party will maintain accurate and complete records of all disbursements made and monies received by each under this MOA and, upon receipt of reasonable written request, each shall make such records available to the other Party and to the any other parties during regular business hours of the Regional Film Office.

10. NO THIRD-PARTY BENEFICIARIES

Nothing in this MOA, express or implied, is intended to confer any rights, remedies, claims or interests upon a person not a Party to this MOA.

11. SUCCESSORS AND ASSIGNS:

This MOA will inure to the benefit of the Party's successors or assigns.

12. ENTIRE AGREEMENT

This MOA represents the entire understanding between the Parties and supersedes any prior agreements or understandings with respect to the subject of this MOA. No changes, amendments or alterations to this MOA will be effective until in writing and signed by the Parties.

13. NOTICES

Any notice required by this MOA shall be given in writing to the Parties designated below. Notice shall be effective when delivered personally to any party, or three business days after deposited, postage fully prepaid, registered or certified, in an official receptacle of the U.S. Postal Service.

COUNTY: Katherine Miller, County Manager
Santa Fe County
P. O. Box 276
Santa Fe, New Mexico 87504-0276

CITY: Jarel Lapan Hill, City Manager
City of Santa Fe
P. O. Box 909
Santa Fe, New Mexico 87504-0909

IN WITNESS WHEREOF the Parties have duly executed this MOA as of the date of last signature by the Parties hereto.

SANTA FE COUNTY

Katherine Miller
Santa Fe County Manager

1·30·2020
Date

Approved as to form:

Gregory S. Shaffer
Santa Fe County Attorney

1-30-2020
Date

Finance Division:

Yvonne S. Herrera
Finance Director

1/30/2020
Date

CITY OF SANTA FE:

Alan Webber, Mayor — Date: 3/17/20

ATTEST:

Yolanda Y. Vigil, City Clerk — Date: 3-17-20
CCmtg 3/11/20

CITY ATTORNEY'S OFFICE:

Senior Assistant City Attorney — Date: 2/12/20

Finance Department:

Mary McCoy, Finance Director — Date: 3/12/20

GB TOURISM MOA AMENDMENT 1 TO 20-0162 SF COUNTY-SF FILM

Final Audit Report 2021-02-02

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City of Santa Fe, New Mexico
Memorandum

DATE: **February 1, 2021**

TO: **Governing Body**

VIA: **Regina Wheeler, Public Works Department Director** RW
Rich Brown, Community and Economic Development Department Director RB

FROM: **Sam Burnett, Public Works Property Maintenance Manager**

ITEM AND ACTION:
Request for the Approval of Amendment #2 to Lease Agreement #20-0257 by and between the City of Santa Fe and Garson Studios, Ltd., to extend the term of the lease by 18 months or until August 26, 2022; Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 505-795-2491).

BACKGROUND AND SUMMARY:
The City leases to Garson Studios, Ltd. the Garson Studio Complex, which is made up of the Garson Communication Center, the Garson Film School and the Garson Production Offices for the purpose of film and television production. The lease allows Garson Studios, Ltd. to license to film production companies the locations listed and other facilities throughout the campus at the discretion of the City.

To date, Garson Studios, Ltd. has paid the City approximately $1,330,000 in lease and license fees. The current projection for the FY21 is $500,000 in rental income and $750,000 in FY22. The City also benefits indirectly from the presence of film production on the site. Film productions hire local film industry workers, spend considerable amounts of money with our local business, and generate GRT.

Film production stages throughout northern New Mexico are currently booked and there is a high demand for the Garson Studio facilities. Movie Maker Magazine just ranked Santa Fe as the 2nd best small city or town for film industry workers to live and work in and Albuquerque as the #1 large city. This indicates that the demand for film production space in Santa Fe is likely to continue to grow.

This Amendment provides an eighteen-month extension of the lease term to August 26, 2022 and includes four additional six-month extensions that may be granted to Garson Studios, Ltd. at the City's sole discretion.

CITY OF SANTA FE
AMENDMENT # 2 TO
THE LEASE AGREEMENT BETWEEN THE CITY OF SANTA FE AND GARSON STUDIOS SANTA FE LLC, A NEW MEXICO LIMITED LIABILITY COMPANY

This Amendment # 2 (the "Amendment #2") to the City of Santa Fe Lease Agreement ("Lease"), Item # 19-0341, dated May 9, 2019, as amended by Amendment # 1, Item # 20-0257, dated May 27th, 2020 (the "Amendment #1") between the CITY OF SANTA FE, New Mexico ("City", "Lessor") and GARSON STUDIOS SANTA FE LLC, a New Mexico limited liability company ("GSSF", Lessee) (collectively the "Parties") is hereby made and shall be effective on February 27th, 2021.

RECITALS:

A. The Lessor and Lessee are parties to the Lease under which the Lessee leases Lessor-owned real property, referred to as the Midtown campus (hereinafter "**Midtown Campus**"), and generally located at 1600 St. Michaels Drive in the City of Santa Fe, NM. The Premises delineated in Section 1(A) and **Exhibit A** of the Lease are located within the Midtown Campus. The Lease and this Amendment # 2 to the Lease are to facilitate the continued commercial use of the Premises for film, television, and media production.

B. By virtue of the Term currently in effect under Amendment # 1, Section 2(A) (amending Section 3(A) of the Lease), and under the Shelter in Place Extension under Amendment # 1, Section 2(C) (amending Section 3(E) of the Lease), the Term of this lease has been extended through February 26, 2021.

C. The Parties to the Lease understand that the Premises and Grounds on the Midtown Campus are the subject of a Request for Expressions of Interest process ("**RFEI**") for the redevelopment and eventual disposition of the campus to be developed over the course of the next several years. The development program at the Midtown Campus includes the ongoing operations and expansion of the film and multi-media production uses, as well as film production school and training.

D. The parties wish to solely modify Sections 1, 3, 4, and 16 of the Lease as set forth herein, and to keep all remaining Sections of Amendment # 1 and the underlying Lease intact.

WITNESSETH:

In consideration of Lessee's promises herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the Lease be amended as follows:

AMENDMENT:

1. Amendments to Section 1, "Premises Granted," of the Lease and Amendment #1.

A. By this Amendment, Section 1(A), "Exclusive Use," of the Lease, as amended by Section 1(A) of Amendment # 1, is hereby removed and replaced in its entirety with the following:

A. Exclusive Use. Lessor allows Lessee to exclusively use and occupy, and subject to the terms and conditions of this Lease, that certain portions of existing Lessor-owned property, as described below and shown on **Exhibit A** attached to the Lease and incorporated herein (the "**Premises**"). The Premises consists of the following Lessor-owned real property located at 1600 St. Michael's Drive, Santa Fe, New Mexico and includes the Lessor's personal property within it:

Garson Studios Area	Quantity
Department Head Office	330 Square Feet
Stages A, B & C and Production Offices	29,168 Square Feet
Parking Lot G	4.6 Acres

B. By this Amendment, Section 1(C), "Non-Exclusive Ingress and Egress across Grounds," of the Lease, as amended by Section 1(B) of Amendment # 1, is hereby removed and replaced in its entirety with the following:

C. Non-Exclusive Ingress and Egress across Grounds. Lessor grants the Lessee non-exclusive ingress and egress to the Premises through the Lessor-owned property at Midtown campus located at 1600 St. Michael's Drive in Santa Fe, New Mexico described and shown on **Exhibit B** (the "**Grounds**"), subject to any existing or future leases, licenses, permitted uses or occupancies by others by the Lessor, upon portions of property on the Grounds that the Lessor may, without limitation, enter into or assign.

2. Amendments to Section 3, "Term," of the Lease.

A. By this Amendment, Section 3(A), "Term," of the Lease, as amended by Section 2(A) of Amendment # 1, is hereby removed and replaced in its entirety with the following:

A. Term. The term of this Lease, (the "**Term**"), commenced at 12:00 a.m. on the Effective Date of the Lease. The Lease shall terminate at midnight on August 26, 2022.

B. By this Amendment, Section 3(B), "Twenty-Four Month Maximum Holdover," of the Lease, as set forth in Section 2(B) of Amendment # 1, is hereby removed and replaced in its entirety with the following:

B. Holdover Extensions. Six (6) months prior to the expiration of the Term of this Lease or any Holdover Extension previously granted by the City pursuant to this Section 3(B), the City may at its sole discretion grant the Lessee a six (6) month extension of the Lease's term then in effect (each such period being a "**Holdover Extension**"). There may be up to four (4) such Holdover Extensions of six (6) months each.

3. Amendment to Section 4, "Use of Premises and Grounds," of the Lease.

A. By this Amendment, Section 4(A), "Licensed Use," of the Lease, as amended by Section 3(A) of Amendment # 1, shall be removed and replaced in its entirety with the following:

A. Licensed Use; Adjustment of Premises Footprint During Term. Lessee shall use the Premises for the purpose of licensing its use by film, television, and media production entities ("**Production Entities**") to produce films, broadcast media, or television shows ("**Films**") and for the purposes of commercial uses associated with the Production Entities'

Allowed Use of the property. Lessee shall not license or otherwise encumber the Premises or Grounds for any other purpose without Lessor's prior written approval.

4. Amendments to Section 16, "Termination," of the Lease.

A. By this Amendment, Section 16(A), "Termination by Lessor," of the Lease, as amended by Section 7(A) of Amendment # 1, is hereby removed and replaced in its entirety with the following:

> A. Termination for Cause by Lessor. In addition to Lessor's right of non-renewal as described in Section 3(B) of this Lease, Lessor may only terminate this Lease for cause upon Lessee's failure to comply with any provisions contained herein. Prior to termination for cause, Lessor shall hand-deliver or mail notice to Lessee via certified or registered mail specifying:
>
> > (i) the breach by Lessee;
> > (ii) the action required by Lessee to cure the breach;
> > (iii) a date, not less than fifteen (15) days from the date the notice is hand-delivered or mailed to Lessee, by which such breach must be cured; and
> > (iv) that failure to cure the such breach on or before the date specified in the notice will result in termination of the Lease.

B. By this Amendment, Section 16(B), "Termination by Lessee," of the Lease, is hereby removed and replaced with the following:

> B. Termination Without Cause by Lessee or Lessor. Lessee may terminate this Lease with written notice to Lessor at least one-hundred eighty (180) days prior to the termination date. Lessor may terminate this Lease in the exercise of its right of non-renewal pursuant to Section 3(B) of this Lease with written notice to Lessee at least one-hundred eighty (180) days prior to the expiration of the Term or any Holdover Extension then in effect.

Except as specifically provided in this Amendment # 2, the Lease and Amendment # 1 remains and shall remain in full force and effect, in accordance with its term.

IN WITNESS WHEREOF, the parties have executed this Amendment #2 as of this _____ day of _____, 2021.

LESSOR:
CITY OF SANTA FE

_____
ALAN WEBBER, MAYOR

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

Andrea Salazar
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED AT TO FINANCE:

_____
MARY T. MCCOY, FINANCE DIRECTOR

ATTEST:

_____
KRISTINE M. MIHELCIC, CITY CLERK

LESSEE:
GARSON STUDIOS SANTA FE, LLC

Claudio Ruben for Garson Studios Santa Fe LLC

CLAUDIO RUBEN, PRINCIPAL

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this 1 day of February 2021, by CLAUDIO RUBEN, the Principal of Garson Studios Santa Fe LLC, a New Mexico limited liability company.

Notary Public
My commission expires: July 23 2022

OFFICIAL SEAL
Zayra Sanchez
NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires July 23 2022

ITEM # 19-0341

FN05003 1

CITY OF SANTA FE
Received
MAY 09 2019
FINANCE DEPT.

LEASE AGREEMENT
GARSON STUDIOS
1600 ST. MICHAEL'S DRIVE
SANTA FE, NEW MEXICO

This LEASE AGREEMENT ("**Lease**") is made and entered into by and between the CITY OF SANTA FE, a municipal corporation ("**Lessor**") and GARSON STUDIOS SANTA FE LLC, a New Mexico limited liability company ("**Lessee**"), collectively the "**Parties**".

WITNESSETH:

In consideration of the Lessee's promises herein, Lessor grants Lessee a Lease, terminable as hereinafter provided, to enter on and make use of the real property of Lessor as follows:

1. PREMISES GRANTED

A. Exclusive Use. Lessor allows Lessee to exclusively use and occupy, and subject to the terms and conditions of this Lease, that certain portion of existing Lessor-owned property, as described below and shown on **Exhibit A** attached hereto and incorporated herein (the "**Premises**"). The Premises consists of the following Lessor-owned real property located at 1600 St. Michael's Drive, Santa Fe, New Mexico and includes the Lessor's personal property within it:

Garson Studios Area	Quantity
Department Head Office	330 Square Feet
Stages A, B & C and Production Offices	29,168 Square Feet
Parking Lot G	4.6 Acres

B. Option to Temporarily Reduce the Premises. Lessee has the exclusive option to temporarily reduce the area of Premises if the areas to be reduced are not licensed, used, occupied or otherwise encumbered by the Lessee or any licensee of the Lessee during the period of time in which the temporary reduction occurs. Five days before the beginning of any month in which the Lessee will be exercising the option to temporarily reduce the Premises, Lessee shall notify the Lessor of the portions of the Premises which are not reduced ("**Temporarily Reduced Premises**"), the beginning and end dates of the reduction, and the Base Rent that will be due on the first of the month under Lease Section 6.A.

C. Non-Exclusive Ingress and Egress across Grounds. Lessor grants the Lessee non-exclusive ingress and egress to the Premises through the Lessor-owned property at Midtown campus located at 1600 St. Michael's Drive in Santa Fe, New Mexico described and shown on **Exhibit B** (the "**Grounds**"), subject to any existing or future leases, licenses, permitted uses or occupancies by others by the Lessor, upon portions of property on the Grounds that the Lessor may, without limitation, enter into or assign.

D. Condition. Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as to the condition of the Premises and Grounds or as to the use which may be made thereof.

2. EFFECTIVE DATE

This Lease shall become effective when signed by the Lessor and the Lessee, whichever occurs last (the **Effective Date**).

3. TERM

A. Term. The term of this Lease shall commence at 12:00 a.m. on the Effective Date. The term of this Lease (the "**Term**") shall terminate at midnight of the day that occurs one calendar year after the Effective Date).

B. Thirty-Six Month Maximum Holdover. In the event Lessee remains in possession of the Premises after the expiration of the Term of this Lease, such possession may, at the sole option of Lessor, be continued for one or

more six-month holdover period(s) up to a maximum of thirty-six months and shall terminate no later than midnight of the day that occurs four calendar years after the Effective Date, and the terms and conditions of the Lease shall be otherwise applicable. Lessor's approval of each six-month holdover period is deemed granted unless the Lessor gives notice otherwise at any time prior to the expiration of the Term or holdover in effect at the time such notice is given, per conditions specified in Sections 16 and 18 of this Lease.

C. Validity of Licenses. The expiration or termination of this Lease shall not affect the validity of any license which has received prior written approval by the Lessor for use of the Premises, and which was made by the Lessee prior to the expiration or termination of this Lease.

D. No Renewal or Extension. This Lease may not be renewed or extended by the Parties, except as provided in Part 3.B of this Lease. If Lessee wishes to have a lease agreement at the termination or expiration of this Lease, the Lessee shall contact the Lessor at least two months prior to such expiration or termination to initiate discussions of a new lease agreement.

4. USE OF PREMISES AND GROUNDS

A. Licensed Use. Lessee shall use the Premises and Grounds for the purposes of licensing their use by film, television, and media production entities ("**Production Entities**") to produce films, broadcast media, or television shows ("**Films**") and for the purposes of commercial uses associated with the Production Entities' Allowed Use of the property.

Lessee shall not license or otherwise encumber the Premises or Grounds for any other purpose, without prior written approval by the Lessor. Lessee may use the Premises and Grounds or portions thereof for Allowed Uses which are not licenses or encumbrances without notifying or seeking consent of the Lessor.

B. Allowed Uses: The Lessee may allow its licensees to use and occupy the Premises or Grounds for Film production, production office, parking, and storage uses related to the Films ("Allowed Uses"). Other commercial uses associated with Production Entities are allowed without the prior consent of the Lessor. Production of obscene material, deemed by the Supreme Court of the United States as not protected by the First Amendment of the U.S. Constitution, is expressly understood to be prohibited and not an Allowed Use. Failure of the Lessee to restrict the use of the Premises as provided herein shall be deemed a substantial breach of this Lease and may constitute grounds for immediate termination by Lessor.

C. Improvements and Alterations. Lessee shall not develop, improve, or otherwise alter, and shall not allow others to develop, improve or otherwise alter the Premises or Grounds, without prior written approval by the Lessor. Lessee shall own any improvements that the Lessee places, or causes to be placed, on the Premises or Grounds during the Term of this Lease, unless the Parties agree otherwise in writing. Upon termination of this Lease, title to any and all such improvements shall pass to Lessor.

D. Trade Fixtures. Lessee shall not install trade fixtures on the Premises or Grounds without prior written approval by the Lessor. All trade fixtures installed by Lessee after the Effective Date of this Lease shall remain the property of Lessee, who shall remove the same upon termination of this Lease, provided that removal shall be done in such a manner as not to injure or damage the Premises or Grounds.

In the event that Lessee fails to remove the trade fixtures, Lessor may require Lessee to remove the same. In the event that Lessee fails to remove said trade fixtures after receipt of notice from Lessor, Lessor may remove and dispose of the same as it sees fit and Lessee agrees to sell, assign, transfer and set over to Lessor all of Lessee's right, title and interest in and to said trade fixtures and any personal property not removed by Lessee. Lessee further agrees that should Lessor remove said trade fixtures pursuant to this paragraph, that Lessee shall pay Lessor upon demand the cost of such removal, plus the cost of transportation and disposal thereof.

E. Repairs and Maintenance. Lessee shall not cause or allow any waste, damage, or injury to the Premises or Grounds or to any improvements made to the Premises or Grounds. Lessee shall keep and maintain the Premises in

good and clean condition at all times and shall promptly perform or cause to be performed any and all required repairs and replacements that arise within the Premises during the Term of this Lease. The cost of repairs and replacements to building systems necessary for occupancy and proper functioning of the buildings in which the Premises are located, such as HVAC, electrical, plumbing, fire alarm and suppression, and roofing systems, shall be performed by the Lessor at its sole expense.

For the purposes of this Section 4E, unless otherwise approved in advance in writing by the Lessor, Lessee's responsibilities for repairs and maintenance of the Premises shall not include major capital improvements such as repairs and replacements to major building systems such as roof membrane systems, heating/ventilation/air-conditioning systems, electrical and plumbing systems, roof and wall structural systems.

In the event Lessee fails to maintain the Premises at a standard acceptable to the Lessor as determined in Lessor's sole discretion, Lessor may terminate this Lease, in accordance with Section 16 herein.

F. Contractors. Any contractor used by the Lessee to repair, maintain or otherwise service the Premises shall be licensed, bonded and insured. These contractual arrangements and costs are the responsibility of Lessee and qualify as Operational Expenses, defined herein.

G. Weight Loads. Lessee shall not allow any vehicles or heavy equipment in the licensed stages on the Premises, without the prior written authorization of the Lessor.

H. Security Guards and Fire Protection Personnel. Lessor shall not bear any responsibility to provide, pay for or otherwise provision security guards and/or fire protection personnel, which Lessor, Lessee, or a licensee may reasonably require for the protection of their respective property and the Premises.

I. Fires, Firearms, Explosives, and Hazardous Wastes. Lessee shall not conduct any dangerous or illegal activities at the Premises or Grounds; keep any toxic, hazardous, dangerous or offensive materials on the Premises or Grounds; or keep substances or articles in or about the Premises or Grounds or any other part of the Lessor's property which will in any way impair or invalidate, or increase the premium costs of insurance policies carried by the Lessor.

Lessee shall not light fires or discharge firearms, smoke effects, or explosives on or about the Premises or Grounds without having first obtained all necessary permits from any and all appropriate governmental authorities and permission from the City's Fire Chief. Lessee shall in all cases have employed or require its licensee to employ a licensed operator to discharge firearms or explosives. Lessee shall secure or shall ensure that any licensee has secured, at the end of each production day, all firearms and explosives brought on the Premises or Grounds by Lessee or its licensee.

Lessee hereby specifically indemnifies and agrees to hold the City and the City's employees, officers, managers, agents and assignees harmless from and against any and all liability, causes of action, damages, costs or expenses, including without limitation reasonable outside attorney's fees, directly arising out of or in any way connected with the use or possession by Lessee or its licensee of firearms, fires, smoke effects, noxious gases and explosives at the Premises or Grounds.

Lessee shall have the sole responsibility for the daily removal and legally proper disposal of all hazardous wastes from the Premises. Lessee shall not spray or otherwise utilize any toxic or hazardous material inside the Premises or Grounds without prior written consent from the Lessor. Any such approved use of toxic or hazardous material shall comply with all applicable legal requirements. Under no circumstance shall Lessee alter in any way, or use for any production purpose, any firehose, sprinkler system or equipment supplying water to the hoses or sprinkler system.

J. Security. The Lessor reserves the right, in its reasonable but sole discretion, to refuse admittance to the Premises or Grounds to any employee, licensee, or other person associated with Lessee who behaves in a negligent or dangerous manner that could result in harm to the Premises or Grounds, or people.

K. Photographic rights. Lessor hereby acknowledges that Lessor does not have any interest in Lessee's or its licensee's still photography, film or other recording on or of the Premises or Grounds, nor any right of action against a licensee or any other party arising out of any use of said photography. Lessor hereby grants to Lessee, its licensees, assigns, and successors the irrevocable and perpetual right, worldwide, in any manner and in any media to use and exploit the films, photographs, and recordings made of or on the Premises or Grounds in connection with the Films in such manner and to such extent as Lessee desires in its sole discretion. Lessee and its licensees, assigns and successors shall be the sole and exclusive owner of all rights of whatever nature, including all copyrights, in and to all films, photographs and recordings made on or of the Premises or Grounds, in perpetuity, throughout the universe. Lessor has no rights of whatever nature, including without limitation all copyrights, in all films, photographs and recordings made of or on said Premises or Grounds in connection with the Film and including, without limitation, the exclusive right to assign and/or license Lessee's or its licensee's rights without restriction or impairment of any kind.

In the event of a breach of this Lease by Lessee or breach of a license by a licensee, Lessor shall not have the right to enjoin or otherwise restrain the production, marketing, or exploitation of the Film.

L. Confidentiality. The Lessor shall not use any name, logo, Film title, trademark or other proprietary mark of Lessee or its licensees in any manner. The Lessor agrees to not officially publicize, advertise or promote the appearance of the Premises or Grounds in the Films, without the prior written consent of Lessee or its licensee. The Lessor's confidentiality obligations hereunder shall apply to any and all media, including, without limitation, any social networking site; microblogging service; user-generated or user-uploaded content website; online forum, discussion thread or comment section; personal website or blog; user modified website; or any other website, service, platform, application or other form or method of communication, whether now known or hereafter devised (e.g., Facebook and Twitter). Lessee acknowledges that the owner and lessor of the Premises and Grounds is the City of Santa Fe, a municipal corporation and political subdivision of the State of New Mexico and, as such, is required to comply with the State of New Mexico Inspection of Public Records Act (IPRA) and, to the extent that Lessor possesses written or electronic information about the Film, that Lessor may be required by law to release that information pursuant to an IPRA information request.

In acknowledgement of the above, and to maintain confidentiality regarding the Film, the Parties agree as follows:

Lessee shall not transmit to Lessor any information regarding the Film that any licensee desires to remain confidential including, without limitation, information and photographs regarding a licensee, participants in the Film (e.g., actors, producers, crew, etc.), the set, storylines and methods of production of the Film and any other non-public information (whether written, electronic, graphic or any other form).
Lessor shall use reasonable care in its responses to IPRA requests to protect, as allowed by law, any of Lessee's or its licensee's confidential information.

M. Compliance with Laws. Lessee's use of the Premises and Grounds shall at all times be in compliance with the City of Santa Fe Municipal Code and other applicable local, state and federal regulations including but not limited to compliance with the City of Santa Fe Integrated Pest Management Policy (§10-7 SFCC 1987) and the City's Noise Ordinance (§10-2 SFCC 1987). Failure of Lessee to comply with conditions of use of the Premises and Grounds as provided herein shall be deemed a breach of this Lease and may constitute grounds for termination of this Lease by the Lessor pursuant to Section 16 of this Lease.

N. Stage Manager. The Lessee shall cause its licensees to be solely responsible to contract with and assume all costs for a Stage Manager approved in advance in writing by the Lessor. The Stage Manager shall comply with all legal, regulatory, and contractual requirements for use of the Premises and Grounds and shall seek and obtain prior written approval by the Lessor for the Lessee or its licensees to use certain personal property in the production of the Film. The Stage Manager shall regulate licensees' ingress, egress and filming on the Premises and Grounds.

O. Condition of Premises and Grounds upon Surrender. Upon expiration or termination of this Lease, Lessee shall, at its expense, strike and remove all sets, materials and equipment placed upon the Premises and Grounds by Lessee

other than the personal property purchased as an Operational Expense, and shall clean the Premises, steam clean the office carpet, and remove all residue and articles of rubbish so as to leave the Premises in substantially the same condition as when Lessee took possession thereof, reasonable wear and tear excepted. In the event Lessee lays materials on or paints any portion of the stage floor, wall, or cyclorama, or makes any alterations as described herein with the Lessor's approval, Lessee shall either restore or compensate the Lessor for restoration of that portion of the premises. Further, to the extent deemed necessary by the Lessor due to the condition of the Premises, the cost of a professional cleaning service will be charged to the Lessee, provided that the Lessor shall provide Lessee with three (3) days prior written notice via email and an opportunity to clean Premises prior to the Lessor charging for such cleaning.

Pursuant to its obligation under the Lease, Lessee specifically agrees to repaint the stage floors whichever stage(s) Lessee uses (Stage A, Stage B and/or Stage C) in a reasonable and professional manner under the direction of the Stage Manager as follows: Dunn-Edwards Rustoleum matte water-based urethane, "Walrus" color; for Stage A, minimum 25 gallons; for Stage B, minimum 12 gallons; for Stage C, minimum 7 gallons. Amounts may be doubled if a second coat is required at the discretion of the Lessor or Stage Manager. For the Green Screen, the use of Mann Brothers paint (or equivalent) is required in the color Digital Green- Vara Bond, Acrylic Latex Flat.

P. Failure to Comply. Failure of Lessee to comply with conditions of use of the Premises and Grounds as provided herein shall be deemed a breach of this Lease and may constitute grounds for termination of this Lease by the Lessor pursuant to Section 16 of this Lease.

5. LICENSES

A. Duty to License Use of Premises. Lessee shall actively pursue and enter into licenses with Production Entities for the use of the Premises or portions thereof. Lessee shall be the "Licensor" to licensees of the Premises.

B. Licensed Use of Grounds. Lessee may license the exclusive use of portions of the Grounds to Production Entities for Films.

C. Form License. Lessee shall use the form license agreement ("**Form License**"), attached as **Exhibit C**, incorporated herein, to license the use of the respective Premises or Grounds or portions thereof, to respective Production Entities. The licensing of the Lessor's personal property, with the exception of typical office furniture, is not included on the Form License and must be approved in writing before any license for such may be entered into.

D. Lessor Approval Required. Prior written approval by the Lessor shall be required before Lessee may enter into any License agreement.

E. Acceptance and Feasibility. In entering this Lease, Lessee agrees that the explicit terms in the Form License are acceptable to the Lessee and feasible for the Lessee to execute.

F. Termination or Expiration of License. Lessee shall immediately notify the Lessor upon any one or more of the following events: Lessee's receipt of notice that a licensee intends to terminate a license with Lessee; Lessee's intent to terminate a license with a licensee; or the termination or expiration of a License.

6. RENT

During the Term of and in consideration of this Lease and the demise of the Premises or Temporarily Reduced Premises by Lessor to Lessee, Lessee hereby agrees and covenants with Lessor to pay for said Premises or Temporarily Reduced Premises the Net Base Rent on the first day of each month in which the use accrues for duration of the Term.

A. Net Base Rent. "**Net Base Rent**" equals the Base Rent or Revised Base Rent, less eligible direct out-of-pocket operational expenses in furtherance of the Lease for that month. For any individual Operational Expense to be eligible for deduction from the Base Rent or Revised Base Rent, such expense must be less than Five Hundred Dollars ($500.00), unless Lessee obtains prior written approval from Lessor. In addition, prior written Lessor

approval is required if the total Operational Expenses in any given month exceeds Ten Thousand Dollars ($10,000.00). Net Base Rent equals Base Rent or Revised Base Rent, minus Operational Expenses.

(i) Base Rent: "**Base Rent**" shall be the base rent for each month, which shall be calculated as the sum of the respective Quantities of each designated Garson Studio Area comprising the Premises or Temporarily Reduced Premises in the month in which the use accrues, multiplied by the corresponding Annual Rates shown in the following table, and divided by the twelve months of the year:

Garson Studios Area	Quantity	Units	Annual Rate	Monthly Rent
Department Head Office	330	Square Feet	$15.47 per SF	$425
Stages A, B & C and Production Offices	29,168	Square Feet	$22.45 per SF	$54,575
Parking Lot G	4.6	Acres	$13,015 per Acre	$5,000
BASE RENT FOR THE PREMISES				$60,000

(ii) Revised Base Rent. If an MAI-certified appraiser licensed by the State of New Mexico establishes via a real estate appraisal ("**Appraisal**") that the monthly fair market rent (the "**MFMR**") of the Premises or Temporarily Reduced Premises differs by more than 5% from the Base Rent as stated herein, then the Lessor shall obtain the Appraisal and notify Lessee of the Base Rent established thereby. The revised base rent ("**Revised Base Rent**") shall equal the MFMR in the Appraisal and will be due on the first day of the month after the expiration of sixty (60) days' notice to the Lessee.

(iii) Termination. Upon notification of the Revised Base Rent by Lessor, Lessee may terminate this Lease in accordance with Section 16 of this Lease. In such event, the Parties agree to negotiate in good faith to establish the amount of the Base Rent due for the period that Lessee occupied the Premises prior to termination.

(iv) Operational Expense. "**Operational Expense**" shall mean any and all expense incurred by Lessee in connection with the operation, maintenance and repair of the Premises as necessary for a licensees' production of Films, including, but not limited to, the following: purchases of personal property including without limitation durable, moveable equipment such as refrigerators, washer and dryers, microwaves and coffee machines which are not considered fixtures; charges or fees for, and taxes on, the furnishing of electricity, fuel, water, sewer, gas, oil and other utilities unless otherwise assigned in Section 8.; security; pest control; cleaning of windows; janitorial services; trash and snow removal; landscaping and repair and maintenance of grounds; governmental permits; cleaning supplies; services or management contracts with independent contractors; and the costs of any other items which, under generally accepted accounting principles consistently applies to the Premises. Operational Expenses shall not include any expense which is paid by a licensee, interest, amortization, or other payments on loans to Lessee, whether secured or unsecured; insurance costs; depreciation of the Premises and Grounds or other said improvements; ground rent; leasing commissions; salaries, wages or other compensation paid to officers or executives of Lessor; or income, excess profits or other such taxes imposed on the income of the Lessee from the operation of the Project. All personal property purchased or the value thereof, shall remain on the Premises and become the personal property of the Lessor upon the termination or expiration of this Lease.

(v) Any payment due under the Lease not received by the Lessor within fifteen (15) days of the due date shall be subject to a late payment penalty of five percent (5%) of the amount due.

B. Grounds License Income: Lessee shall pay to the Lessor without demand and by the first day of the following month after any income is received by the Lessee for Allowed Uses of the Grounds licensed under this Agreement ("**Grounds License Income**"), the following: 100% of the Grounds License Income.

C. Sole Financial Responsibility. In consideration for Lessee's use of the Premises and Grounds as granted by this Lease, Lessee assumes sole financial responsibility for the operation and maintenance of the Premises and shall operate and maintain the Premises at no cost to the Lessor, unless as otherwise provided for herein.

7. RECORDS, ACCOUNTS, AUDITS

A. Monthly Report. When Lessee remits the monthly Rent to the Lessor, Lessee shall, without demand, provide to

the Lessor a monthly and "to-date" report that shall include all of the following items:
(i) Amount due from each licensee per building and real and personal property licensed;
(ii) Amount paid by each licensee to Lessee;
(iii) Amount of Grounds License Income paid by Lessee to Lessor;
(iv) Operational Expenses with supporting documentation including without limitation, invoices, and prior written Lessor approval, as applicable herein; and
(v) Amount of Net Base Rent paid by Lessee to Lessor.

B. Lease Summary Report. At the termination or expiration of this Lease, Lessee shall submit, without demand, a written summary report "Lease Summary Report" pertaining to Premises, Temporarily Reduced Premises, Net Base Rent, Base Rent/Revised Base Rent, Grounds License Income and Operational Costs for Term.

C. Separate Account. All Grounds License Income must be deposited and maintained in a separate account and shall not be co-mingled with any other funds.

D. Records Inspection and Audit. The Lessee shall maintain, throughout the Term of this Lease and for a period of six years thereafter, all records pertaining to this Lease and Licenses, including but not limited to all amounts received and paid, invoices, receipts and financial accounts. These records shall be subject to inspection upon request by the Lessor. The Lessor shall be entitled to cause independent certified public accountants to conduct an audit of the books and records maintained pursuant to this Lease. The right to conduct an audit includes the right to make tests of the Lessee's accounting records and such other auditing procedure that are appropriate under the circumstances. The audit may be conducted after reasonable notice during regular business hours.

8. UTILITIES & SERVICES
Beginning on the Effective Date and until the termination of this Lease, the responsibility and costs for providing utilities and services to the Premises and Grounds shall be the responsibility of the Parties as specified below:

A. Responsibility of Lessor. All natural gas, electricity, domestic water, and sanitary sewer service shall be provided to the Premises by Lessor. Any water usage that exceeds regular and reasonable usage requires prior written approval from the Lessor and may be subject to additional fees. Lessor shall not be liable for failure or interruptions resulting from any cause including, but not limited to, generator failure, failure or breakdown of public utility services and equipment, acts of God, force majeure, or from good faith acts or decisions of the Lessor, but excluding the willful or intentional misconduct or gross negligence of Lessor.

B. Responsibility of Lessee. All telephone, cable, or satellite television, wired or wireless internet, solid waste collection services, and cleaning services shall be performed or coordinated and paid for by Lessee. Any utilities or services not specified herein shall be the responsibility of the Lessee. Any and all labor, material and utility service rate increases incurred by the Lessor for services provided to Lessee or its licensees during the term of this Lease shall be paid by Lessee. The Lessor shall notify Lessee of all rate increases before commencing such services to Lessee.

9. TAXES
Lessee shall pay all taxes levied and assessed, if any, upon any personal property, buildings, fixtures, and improvements belonging to Lessee and located upon the demised premises, and all leasehold and possessory interest taxes levied or assessed by any proper taxing authority.

10. ASSIGNMENT OR TRANSFER; NO SUBLEASING
Lessee shall not assign or otherwise transfer this Lease, without the prior written approval of the Lessor. Lessee shall not sublease the Premises. Any actions taken by Lessee in violation of this Section 10 may be subject to the immediate termination of this Lease.

11. INSURANCE
Lessee shall at all times maintain and provide adequate insurance coverage which includes, without limitation, each

of the following:

A. Property Insurance. Lessee may at Lessee's sole discretion carry and maintain during the term of this Lease special form ("all risks") property insurance for all improvements to the Premises in an amount sufficient for the full replacement cost of existing structures and improvements if lost or damaged by all perils covered under such special form property insurance. The City of Santa Fe shall be named as Loss Payee on such policy of insurance.

B. Commercial General Liability Insurance. Lessee shall carry and maintain in full force and effect during the term of this Lease, Commercial General Liability insurance, which shall be written on an occurrence based form, covering bodily injury (including death), personal and advertising injury, and property damage, in a form and with an insurance company acceptable to Lessor, with limits of coverage not less than $1,000,000 per occurrence and $2,000,000 in the aggregate. Said policy shall include broad form contractual liability coverage and shall be endorsed to name the City of Santa Fe, its officials, employees, and agents as additional insureds. Any excess or umbrella liability insurance maintained by Lessee shall also be endorsed to name the City of Santa Fe, its officials, employees and agents as additional insureds.

C. Workman's Compensation Insurance. Lessee shall carry and maintain in full force and effect during the Term of this Lease, workers' compensation insurance at statutory limits for its employees working at the Premises, and Employer's Liability coverage with limits of not less than $1,000,000 per accident or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Santa Fe.

D. Primary and Non-contributory. All insurance required to be maintained by Lessee under this Lease shall be primary and any insurance or self-insurance maintained by Lessor shall not be required to contribute with it.

E. Certificates of Insurance. Within ten (10) days of the Effective Date of this Lease, and thereafter at any time during the Term of this Lease that Lessor requests, Lessee shall provide Lessor with certificates of insurance for each policy evidencing that the coverage required hereunder is current. Such policy shall provide that the coverage evidenced thereby shall not be terminated or modified for any reason without thirty (30) days prior written notice to the Lessor. A certificate or policy which states that failure to give such notice imposes no obligation on the part of the insurer shall be unacceptable to Lessor, and Lessee shall be responsible for removing such language from such certificate or policy.
All policies of insurance shall be written by an insurer with an A. M. Best rating of not less than A- (Excellent), Financial Size Category VII, and must be authorized to do business within the State of New Mexico.

F. License Agreements. Lessee shall cause any and all License agreements, or other agreements related to use, occupation, or development of the Premises or Grounds, that Lessee enters into to contain language that requires the City of Santa Fe, its officials, employees and agents to be named as an additional insured on commercial general liability policies and loss payee on any property insurance policies as provided in this Section 11.

G. Waiver of Subrogation. Lessee hereby grants to the Lessor a waiver of any right to subrogation which any insurer of Lessee may acquire against the Lessor by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the Lessor has received a waiver of subrogation endorsement from the insurer.

The Lessor shall have no obligation to allow access to the Premises or Grounds until and unless Lessee has provided to the Lessor the certificates of insurance required above.

12. INDEMNIFICATION

Lessee shall indemnify, hold harmless and defend Lessor, its agents, officials, officers, and employees against all losses, damages, claims or judgments, including payment of all attorney's fees and costs, on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Lessee's use, maintenance and occupancy of the Premises or Grounds hereunder, including use of the Premises or Grounds by Lessee's licensees, employees, agents, representatives, contractors, agents, guests, invitees or allowed assigns. Lessee shall cause any and all

agreements that Lessee enters into with any of the above parties to contain language indemnifying the Lessor as provided in this Section.

13. LAWS AND REGULATIONS

A. Compliance with Laws. In connection with its use of and activities in and about the Premises and Grounds, Lessee, at its sole expense, shall comply, and shall cause its agents, employees, contractors, representatives, guests, invitees and licensees to comply, with all applicable laws, orders and regulations of federal, state, county or municipal authorities, and with any direction of any public officer pursuant to law which shall impose any violation, order, or duty upon the Lessor or the Lessee or its licensees with respect to any part of the Premises or Grounds used by Lessee hereunder and that arise out of Lessee's particular use of the Premises or Grounds.

B. Safety. Lessee guarantees that all facilities and equipment furnished by it will conform to, and Lessee agrees to comply with and to cause its licensees to comply with, all safety regulations set forth by OSHA, New Mexico OSHB, the EPA, and other environmental pollution and toxic waste control and protection agencies, and safety guidelines that may be issued by the Motion Picture Safety Committee, and all other federal, state, county, municipal and local rules and regulations. Any and all paints and other coloring materials, lacquers and other finishes, solvents and thinners, cleaning or detergent agents, or otherwise potentially harmful, hazardous or toxic materials, liquids, substances, and other contaminants must be removed from, or caused to be removed from, the Premises and Grounds by Lessee at Lessee's expense, after use of the same has been completed. During such use, such materials shall be kept in a safe and contained manner. The Lessor shall charge to Lessee, and Lessee covenants and agrees to pay, all costs caused by, relating to, or arising from the removal and/or disposal of any and all such materials or substances discharged by Lessee or its licensees or otherwise not removed from the Premises or Grounds by Lessee and any and all fines, assessments, and penalties that may be incurred or imposed upon the Lessor, Lessee, or licensees as a result of such malfeasance by Lessee.

14. EASEMENTS

Lessor reserves the exclusive right to grant access, utility or other easements on or through the Premises. Lessor shall notify Lessee in writing prior to Lessor's grant of any easement through the Premises.

15. LESSOR ACCESS

The Lessee shall allow the Lessor and/or its agents or assigns access to the Premises for periodic inspections, maintenance of rights-of-way, maintenance and operation of parking facilities or other Lessor facilities and/or public spaces, and for such other purposes as the Lessor may have, provided that nothing herein shall be deemed a requirement to allow the Lessor to occupy any part of the Premises leased to the Lessee, nor to interfere with the Lessee's quiet enjoyment of the Premises.

16. TERMINATION

A. Termination by Lessor. Lessor may terminate this Lease with written notice to Lessee at least sixty (60) days prior to the termination date; or Lessor may terminate this Lease upon Lessee's failure to comply with any provisions contained herein. Prior to termination, Lessor shall hand-deliver or mail notice to Lessee via certified or registered mail specifying:

(i) the breach;
(ii) the action required to cure the breach;
(iii) a date, not less than fifteen (15) days from the date the notice is hand delivered or mailed to Lessee, by which such breach must be cured; and
(iv) that failure to cure such breach on or before the date specified in the notice will result in termination of the Lease.

B. Termination by Lessee. Lessee may terminate this Lease with written notice to Lessor at least sixty (60) days prior to the termination date.

17. SURRENDER OF PREMISES

Lessee shall quit and surrender the demised Premises and all equipment and personal property contained on and in the demised Premises to Lessor at the end of the term of this Lease in the same condition as at the date of the

commencement of this Lease, ordinary use and wear excepted.

18. NOTICE
Any required notice will be deemed delivered, given and received (i) when personally hand delivered, or (ii) five days after the same are deposited in the United States mail, postage prepaid, registered, addressed to the applicable Party at the address indicated below for such Party, or at such other address as may be designated by either Party in a written notice to the other Party:

To Lessor:
City Manager
City of Santa Fe
PO Box 909
200 Lincoln Ave.
Santa Fe, NM 87504-0909

With a copy to:
City Attorney's Office
City of Santa Fe
PO Box 909
200 Lincoln Ave.
Santa Fe, NM 87504-0909

To Lessee:
Claudio Ruben, Principal
Garson Studios Santa Fe LLC
PO Box 32713
Santa Fe, NM 87594

19. NO WAIVER
No waiver of a breach of any of the provisions contained in this Lease shall be construed to be a waiver of any succeeding breach of the same or any other provisions.

20. SEVERABILITY
In the event that one or more of the provisions contained in this Lease or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

21. ENTIRE AGREEMENT
This Lease constitutes the entire agreement between the Parties, represents their entire understanding, and defines all of their respective rights, title and interests as well as all of their duties, responsibilities and obligations. Any and all prior agreements and understandings between the Parties related to the Premises and Grounds, if any, are merged herein. This Lease shall not be modified or amended except by a written document signed by the Parties hereto.

22. BINDING EFFECT
This Lease shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and allowed assigns.

23. LITIGATION EXPENSE
In the event of litigation between the Parties, each Party shall be responsible for its own litigation expenses. In the event of litigation between Lessee and its licensees in which Lessor is named, Lessee shall pay any necessary costs, including reasonable attorney's fees, expenses and other costs of collection or otherwise, which Lessor shall incur in enforcing this Lease or in recovering any and all damages caused to the Premises or Grounds by Lessee, or Lessee's licensees, contractors, agents, employees or allowed assigns.

24. APPLICABLE LAW; VENUE
Lessee shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Lease, Lessee agrees that the laws of the State of New Mexico shall govern. The Parties agree that any action or suit arising from this Lease shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in

the courts of the State of New Mexico shall be brought in the First Judicial District Court of the State of New Mexico.

25. FORCE MAJEURE
Failure of the Lessor to comply with the terms and conditions hereof because of an Act of God; force majeure; labor troubles; war; fire; riot; earthquake; act of public enemies; action of governmental authorities (federal, state or local); unavailability of power, transportation, stages, production facilities or materials; or for any other reason beyond the reasonable control of the Lessor, shall not be deemed a breach of this Lease, and the Lessor shall not be liable to Lessee for any consequential damages. Except for the obligations to pay rent, license fees and additional charges, the provisions of this Paragraph shall apply equally and reciprocally to Lessee.

26. HEADINGS
The section headings contained in this Lease are for reference purposes only and shall not affect the meaning or interpretation of this Lease.

27. AMENDMENT
This Lease shall not be altered, changed or modified except by an amendment in writing executed by the Parties hereto.

28. RECORDING - SHORT FORM MEMO
This Lease shall not be recorded in its entirety. If desired by either party, both parties shall execute in recordable form a short form memorandum of this Lease which may be placed of record.

29. REPRESENTATION ON AUTHORITY OF SIGNATORY
The signatory for the Lessee represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this Lease. The Lease represents and warrants that the execution and delivery of the Lease and the performance of the Lessee's obligations hereunder have been duly authorized and that the Lease is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

30. ATTACHMENTS
All exhibits are fully incorporated herein and made a part of this Lease.

31. COUNTERPARTS
This Lease may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

32. LESSOR APPROVAL
Any Lessor approval required herein shall be done by the City Manager or his or her designate.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of this 9 day of May, 2019.

LESSOR:
CITY OF SANTA FE

ALAN M. WEBBER, MAYOR

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

SALLY PAEZ, ASSISTANT CITY ATTORNEY

APPROVED:

MARY McCOY, FINANCE DIRECTOR

51910.460350
BUSINESS UNIT / LINE ITEM

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 5/8/2019

LESSEE:
GARSON STUDIOS SANTA FE LLC

CLAUDIO RUBEN, PRINCIPAL

ACKNOWLEDGEMENT

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this 8 day of May 2019, by CLAUDIO RUBEN, Principal of GARSON STUDIOS SANTA FE LLC, a New Mexico limited liability company.

NOTARY PUBLIC

My Commission Expires: April 11, 2023
(SEAL)

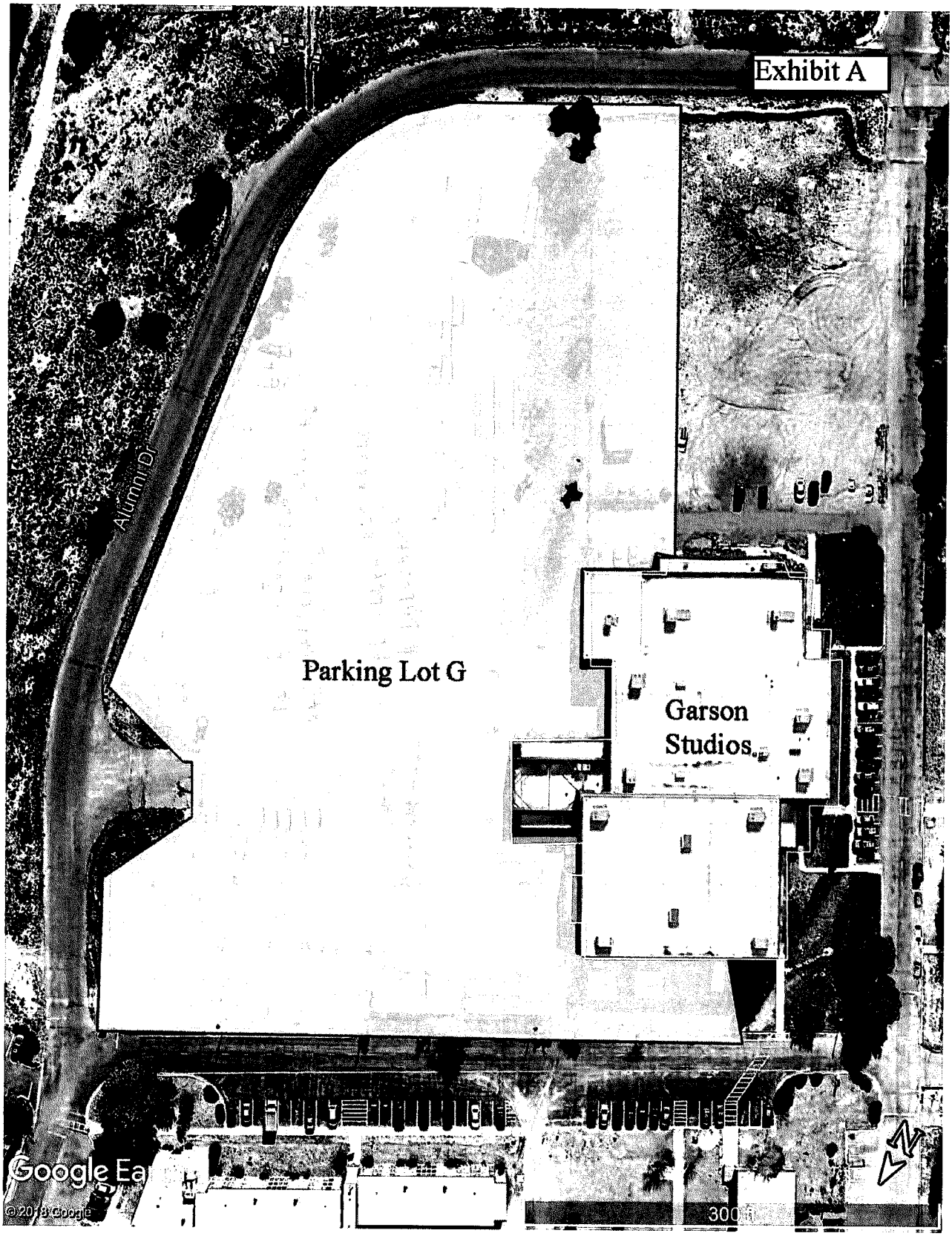
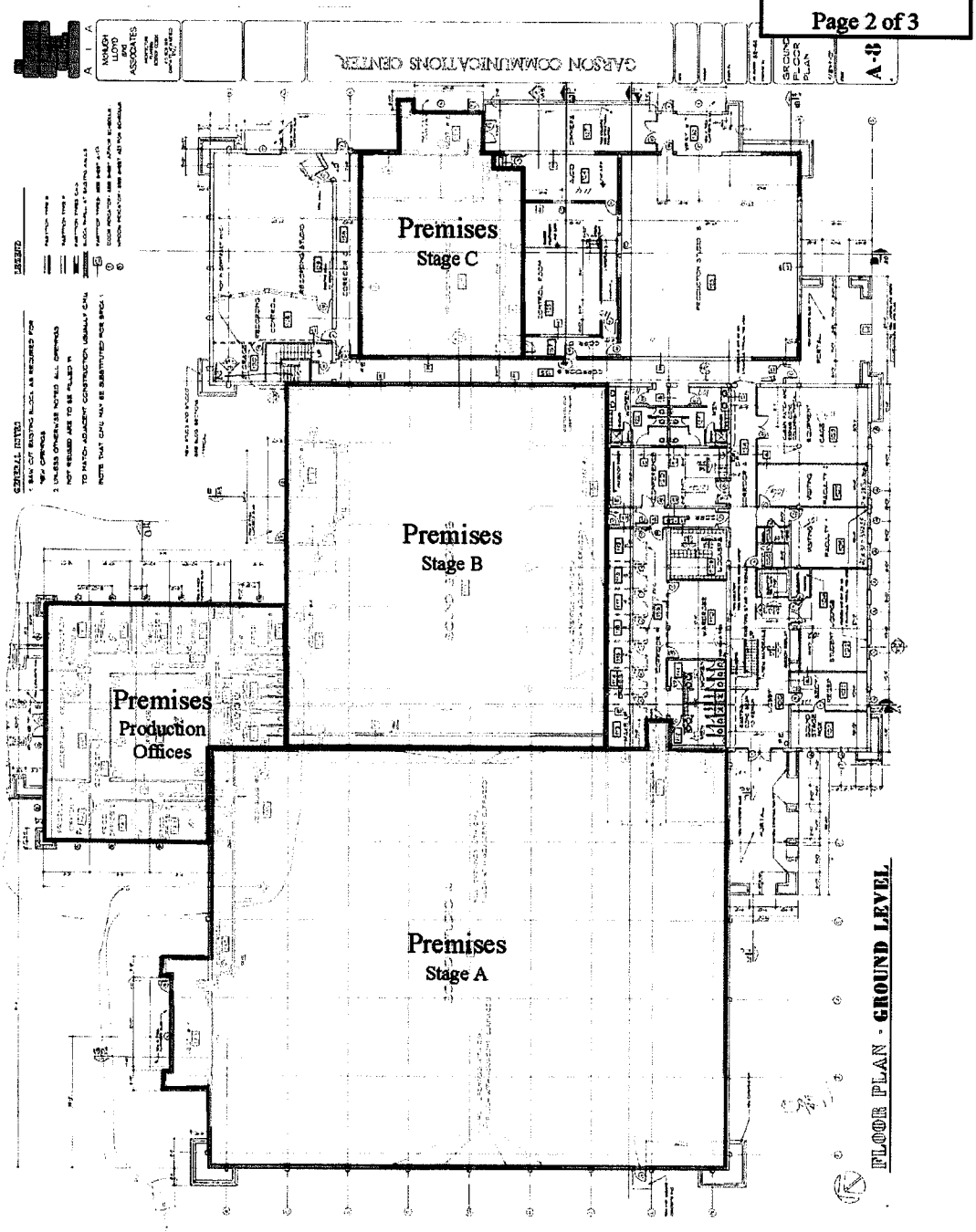
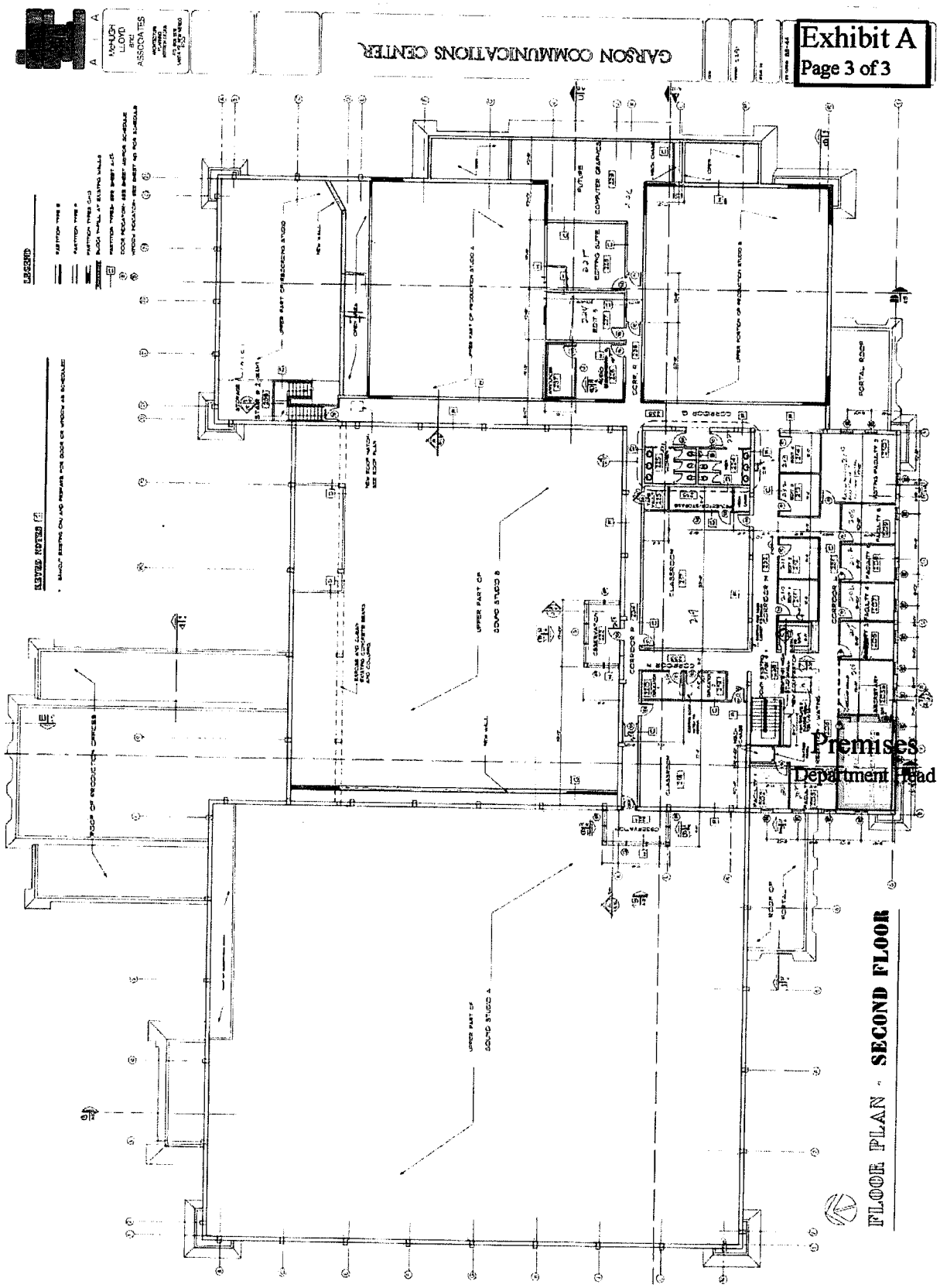

Exhibit A
Alumni Dr
Parking Lot G
Garson
Studios
Google Ea
© 2013 Google
300

Exhibit A
Page 2 of 3




Exhibit A
Page 3 of 3
GARSON COMMUNICATIONS CENTER
Premises
Department Head
FLOOR PLAN - SECOND FLOOR

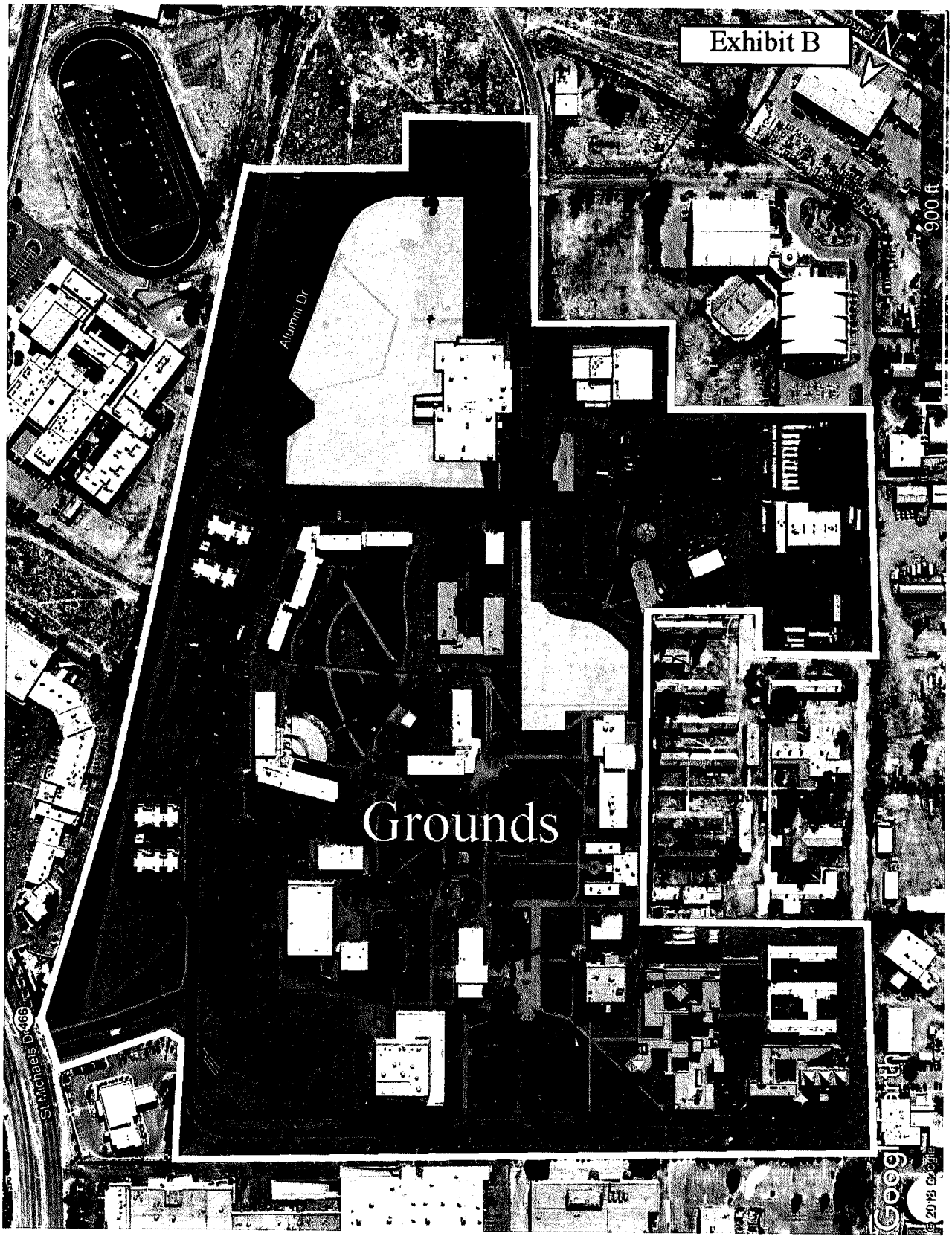

Exhibit B
Alumni Dr
Grounds
SW Jefferson St
900 ft

EXHIBIT C
LICENSE AGREEMENT
FOR FILM AND TELEVISION PRODUCTION AT
1600 ST. MICHAEL'S DRIVE, SANTA FE, NM

This LICENSE AGREEMENT ("**License**") is made this ____ day of _____, 20__ by and between GARSON STUDIOS SANTA FE, LLC, a New Mexico limited liability company ("**Licensor**"), and_____ _____("**Licensee**"), (collectively, the "**Parties**" and each individually a "**Party**").

WHEREAS: Licensor has a lease ("Lease") from the City of Santa Fe ("Lessor") for premises and grounds located at 1600 St. Michael's Drive, Santa Fe, New Mexico until _____, attached as Exhibit D; and

WHEREAS: Licensee is a film production company which wishes to license the use of some or all of the Licensor's premises and grounds for film production;

WITNESSETH:

In consideration of Licensee's promises herein, Licensor hereby gives Licensee an exclusive License, revocable and terminable as hereinafter provided, to enter on, use and occupy the Lessor-owned property leased to Licensor during the dates and times specified herein for activities associated with the production of a film or television series currently titled "_____ _____"(the "**Film**"), as provided herein.

All approvals by the Lessor required herein shall be done by the City Manager of the City of Santa Fe or his or her designee.

1. LICENSE PREMISES AND GROUNDS

Licensor allows Licensee to use and occupy specific portions of buildings and land at the Midtown campus (formerly the Santa Fe University of Art and Design) located at 1600 St. Michael's Drive, Santa Fe, New Mexico as specified in **Exhibit E** attached hereto and made a part hereof (the "**License Premises**"), and allows Licensee non-exclusive ingress and egress to the License Premises through Lessor-owned private property (the "**Grounds**") on Midtown campus as specified in **Exhibit F**. This License includes the right of Licensee to use certain items of Lessor-owned personal property located at the License Premises and Grounds subject to an additional fee and prior consent of the Lessor. Licensee must obtain approval in writing by Licensor before using Lessor personal property, with the exception of typical office furniture.

2. TERM

A. This License shall commence at _____ and shall continue for a period of _____days, or until otherwise terminated as provided herein.

B. Upon thirty (30) days prior written notice to Licensor, Licensee may extend the Term and add additional months to the Term of this License, subject to Licensor having authority under a lease agreement with the Lessor to license such use. Licensee shall pay License Fees and Additional Charges for any additional days added to the Term as specified in **Exhibit G** and **Exhibit G-1** respectively.

3. CONDITIONS OF USE

Licensee's use and occupation of the License Premises shall at all times be in compliance with the provisions of this License including without limitation the following conditions of use:

A. Allowed use. Licensee is allowed to use and occupy the License Premises for filming, production office, parking, and storage uses related to the Film. No other use of the License Premises is allowed without the prior written consent of Licensor.

(i) Production of obscene material is expressly understood to be prohibited and not an Allowed use.

(ii) Failure of the Licensee to restrict the use of the License Premises as provided herein shall be deemed a substantial breach of this License and shall constitute grounds for immediate termination by Licensor.

B. Hours of Use. Licensee's use of the License Premises and Grounds is allowed twenty-four (24) hours per day, seven (7) days a week during the Term.

C. Utilities. Use of the Lessor-procured electric power service, natural gas, water service and sewer service is included in this License, but subject to charges. Electrical generators shall not be used except as back-up power sources. Telephone and internet services are the responsibility of the Licensee.

D. Alterations and Repairs. Licensee shall make no alterations to the License Premises without the Lessor's and Licensor's prior written approval. Licensee shall use reasonable efforts to preserve and protect the License Premises and Grounds and any Lessor-owned personal property supplied to Licensee by Licensor. If Licensee, its agents, employees, guests or invitees directly damage or lose any of Lessor's or Licensor's real or personal property, Licensee shall compensate the owner of such property for such damage or loss in the amount of the actual, reasonable fair market value cost of any such repair or replacement. Notwithstanding anything to the contrary in this License, the Licensee shall not be responsible for repairs required due to normal wear and tear of the License Premises and Grounds and the maintenance of floors, walls, windows, ceilings, roof systems, and electrical, plumbing, and heating and air-conditioning systems.

E. Weight Loads. Licensee shall not allow any vehicles or heavy equipment in the licensed stages on the License Premises, without the prior written authorization of Licensor.

F. Security Guards and Fire Protection Personnel. Licensee shall bear the full cost of any security guards and/or fire protection personnel which Licensor or Licensee may reasonably deem necessary for the protection of their respective property and the License Premises.

G. Fires, Firearms, Explosives, and Hazardous Wastes. Licensee shall not conduct any dangerous or illegal activities at the License Premises and Grounds or keep any toxic, hazardous, dangerous or offensive materials, substances or articles in or about the License Premises or Grounds which will in any way impair or invalidate, or increase the premium costs of insurance policies carried by Licensor.

Licensee shall not light fires or discharge firearms, smoke effects, or explosives on or about the License Premises and Grounds without the prior written consent of Licensor, and only after having first obtained all necessary permits from any and all appropriate governmental authorities. Licensee shall in all cases employ a licensed operator to discharge firearms or explosives, and Licensor reserves the right to request proof from Licensee that said employees are licensed and registered to conduct such activities. Licensee shall secure, at the end of each production day, all firearms and explosives brought on the License Premises and Grounds by Licensee.

Licensee hereby specifically indemnifies and agrees to hold Licensor, the Lessor and the Lessor's employees, officers, managers, agents and assignees harmless from and against any and all liability, causes of action, damages, costs or expenses, including without limitation reasonable outside attorney's fees, directly arising out of or in any way connected with the use or possession by Licensee of firearms, fires, smoke effects, noxious gases and explosives at the License Premises and Grounds.

Licensee shall have the sole responsibility for the daily removal and legally proper disposal of all hazardous wastes from the License Premises. Licensee shall not spray or otherwise utilize any toxic or hazardous material inside the License Premises or Grounds without prior written consent from Licensor. Any such approved use of toxic or hazardous material shall comply with all applicable legal requirements. Under no circumstance shall Licensee alter in any way, or use for any production purpose, any fire hose, sprinkler system or equipment supplying water to the hoses or sprinkler system.

H. Security. Licensor reserves the right, in its reasonable but sole discretion, to refuse admittance to the License Premises and Grounds to any employee or other person associated with Licensee who behaves in a negligent or dangerous manner that could result in harm to the License Premises and Grounds, other City buildings, or people.

I. Screen Credit. Licensee shall use good faith efforts to include "The City of Santa Fe, New Mexico" and "Garson Studios" in the credits at the end of the Film.

J. Photographic Rights. Licensor hereby acknowledges that neither Licensor, nor any other party has any interest in Licensee's still photography, film or other recording on or of the License Premises, nor any right of action against Licensee or any other party arising out of any use of said photography. Licensor hereby grants to Licensee, its successors, licensees and assigns the irrevocable and perpetual right, worldwide, in any manner and in any and all media to use and exploit the films, photographs, and recordings made of or on the License Premises in connection with the Film in such manner and to such extent as Licensee desires in its sole discretion. Licensee and its licensees, assigns and successors shall be the sole and exclusive owner of all rights of whatever nature, including all copyrights, in and to all films, photographs and recordings made on or of the License Premises, in perpetuity, throughout the universe. As between Licensor and Licensee, Licensee shall be the sole and exclusive owner,

throughout the universe in perpetuity, of all rights of whatever nature, including without limitation all copyrights, in all films, photographs and recordings made of or on the License Premises in connection with the Film and including, without limitation, the exclusive right to assign and/or license Licensee's rights without restriction or impairment of any kind.

In the event of a breach of this License by Licensee, Licensor shall not have the right to enjoin or otherwise restrain the production, marketing, or exploitation of the Film.

K. Confidentiality. Licensor shall not use any name, logo, Film title, trademark or other proprietary mark of Licensee or of its licensees or assigns in any manner. Licensor agrees to not officially publicize, advertise or promote the appearance of the License Premises in the Film, without the prior written consent of Licensee. Licensor's confidentiality obligations hereunder shall apply to any and all media, including, without limitation, any social networking site; microblogging service; user-generated or user-uploaded content website; online forum, discussion thread or comment section; personal website or blog; user modified website; or any other website, service, platform, application or other form or method of communication, whether now known or hereafter devised (e.g., Facebook and Twitter). Licensee acknowledges that the owner and lessor of the License Premises and Grounds is the City of Santa Fe, a municipal corporation and political subdivision of the State of New Mexico and, as such, is required to comply with the State of New Mexico Inspection of Public Records Act (IPRA) and, to the extent that City possesses written or electronic information about the Film, that City may be required by law to release that information pursuant to an IPRA information request.

L. Failure. Failure of Licensee to comply with conditions of use of the License Premises and Grounds as provided herein shall be deemed a breach of this License and shall constitute grounds for termination of this License by the Licensor pursuant to Section 7 of this License.

M. Stage Manager. The Licensee shall be solely responsible to contract with and assume all costs for a Stage Manager approved in advance in writing by the Licensor. The Stage Manager shall comply with all legal, regulatory and contractual requirements for use of the License Premises and Grounds and shall seek and obtain prior written approval by the Lessor and the Licensor for the Licensee to use certain personal property in the production of the Film. The Stage Manager shall regulate Licensees' ingress and egress to the License Premises over the Grounds.

N. Condition of License Premises upon Surrender. Upon expiration or termination of this License, Licensee shall, at its expense, cause the striking and removal of all sets, materials and equipment placed upon the License Premises by Licensee, and shall clean such premises, steam clean office carpet, and remove all residue and articles of rubbish so as to leave the License Premises in substantially the same condition as when Licensee took possession thereof, reasonable wear and tear excepted. In the event Licensee lays materials on or paints any portion of the stage floor, wall, or cyclorama, or makes any alterations as described herein with Licensor's approval, Licensee shall either restore or compensate Licensor for restoration of that portion of the premises. Further, to the extent deemed necessary by Licensor due to the condition of the premises, the cost of a professional cleaning service will be charged to the Licensee's security deposit, provided that Licensor shall provide Licensee with three (3) days prior written notice via email and an opportunity to clean the License Premises prior to Licensor charging for such cleaning.

Should Licensee use the rigging points in the ceilings of either Stage A or B to build a grid system, once the grid is removed during wrap, Licensee will, at its own expense, test all the rigging points it used to make sure they are safe and in good condition for future use. Licensee is required to provide the Licensor and Stage Manager with written confirmation of the dates on which the rigging points were checked and by whom.

Pursuant to its obligation under the License, Licensee specifically agrees to repaint the stage floors of any stage it uses (Garson Studios Stage A, Stage B and/or Stage C) in a reasonable and professional manner under the direction of the Stage Manager as follows: Dunn-Edwards Rustoleum matte water-based urethane, "Walrus" color; for Stage A, minimum 25 gallons; for Stage B, minimum 12 gallons; for Stage C, minimum 7 gallons. Amounts may be doubled if a second coat is required at the discretion of the Licensor or Stage Manager. For the Green Screen, the use of Mann Brothers paint (or equivalent), is required, in the color, Digital Green – Vara Bond, Acrylic Latex Flat. Fire safety lanes on each stage shall be sectioned off with caution tape. Any caution tape which is torn and damaged during production shall immediately be replaced.

O. Failure to Comply. Failure of Licensee to comply with conditions of use of the License Premises and Grounds as provided herein shall be deemed a material breach of this License.

No Rights Beyond Lease. Licensor shall in no event extend the rights of the Licensee beyond those held by

Licensor under the terms of Licensor's lease agreement with the Lessor.

4. CHARGES

A. License Fees. Licensee shall pay Licensor the fees specified in **Exhibit G**, attached hereto and made a part hereof (the "**License Fees**"). License Fees do not incorporate New Mexico Gross Receipts Taxes.

B. Additional Charges.

(i) Additional Stages, Equipment Lot Services and Facilities. If at any time during the Term hereof Licensee shall require any stages, lot service, equipment or facilities of the License Premises or Grounds in addition to those expressly referred to in this License, Licensor agrees to furnish the same, subject to the reasonable availability thereof, but Licensee shall have no right to use any additional stages, equipment, lot services or facilities without the payment of additional fees and/or charges thereof. The Licensee shall pay the rates for all stages, lot services, equipment and facilities not expressly referred to in this License and will be charged in accordance with the then-current studio rate schedule. The terms and conditions of this License shall apply to any additional stages, equipment, lot services and facilities furnished by Licensor at Licensee's request.

(ii) Utilities. Utility services including water, gas, and electricity required by Licensee in connection with this License shall be furnished as available and charged to the Licensee as per **Exhibit C-1** (stage and mill power); any water usage that exceeds regular and reasonable use may entail additional fees and requires approval from Licensor; however, neither the Licensor nor the Lessor shall be liable for failure or interruptions resulting from any cause including, but not limited to, generator failure, failure or breakdown of public utility services and equipment, acts of God, force majeure, or from good faith acts or decisions of the Licensor or the Lessor, but excluding the willful or intentional misconduct or gross negligence of Licensor or the Lessor.

(iii) Rate Increases. Any and all labor, material and service rate increases incurred by Licensor for services provided to Licensee during the term of this Agreement shall be paid by Licensee. Licensor shall notify of all rate increases before commencing such services to Licensee.

(iv) Other. All incidentals and additional costs as outlined in **Exhibit G-1.**

Licensor shall have no obligation to allow access to the License Premises or Grounds until and unless Licensee has paid to Licensor all amounts due upon execution of this License and has provided to Licensor the certificates of insurance required below. The License is granted in consideration for the sums specified in **Exhibit G** and payment of applicable additional costs in **Exhibit G-1**.

C. Payee. Licensee shall remit License Fees and Additional Charges on the dates specified in **Exhibit G**, payable to Garson Studios Santa Fe, LLC. Licensee shall remit all License Fees along with applicable New Mexico Gross Receipts Tax to:

Attn: Claudio Ruben, Principal
Garson Studios Santa Fe, LLC
P.O. Box 32173
Santa Fe, NM 87594

5. SECURITY DEPOSIT.

Upon execution of this License, Licensee shall pay to and payable to the Licensor, a security deposit in the amount stated on **Exhibit G** attached hereto, which deposit shall bear no interest. Should Licensee request additional facilities or equipment from the Licensor, the Licensor may require an increase in the amount of the security deposit before such additional facilities or equipment will be provided. Licensor may use from Licensee's security deposit such amounts as are reasonably necessary to remedy Licensee's default in the payment of the License Fee and other charges, or any additional charges, to repair verifiable damages, or to clean the License Premises upon their surrender, restoring them to their condition upon delivery, except (i) reasonable wear and tear and (ii) force majeure events described below, caused by Licensee, its agents, employees or invitees. If used towards unpaid License Fee, rental charges, additional charges or damages, Licensee agrees to reinstate said total security deposit upon receipt of twenty-four (24) hours written notice from the Licensor. The balance of security deposit, if any, will be returned to Licensee upon Licensee's full payment of all monetary amounts due hereunder and within thirty (30) business days of Licensee vacating the License Premises, provided such amounts have been paid; provided, however, that such period may be extended for the period of time necessary to resolve bona fide issues related to the settling of Licensee's account. Licensor will promptly inform Licensee in writing of the nature of such issues, and the security deposit shall be returned promptly following the resolution of such issues, if any.

6. PAYMENTS.

The License Fee shall be paid by Licensee according to the terms in Exhibit G. Licensor will submit invoices to Licensee. These invoices will include without limitation any Additional Charges and New Mexico Gross Receipts Tax, and are due and payable within fifteen (15) days after the date of the invoice. All challenges or protests with regard to the accuracy or legitimacy of any and all charges must be received by Licensor in writing within ten (10) days from the date Licensor gives notice of such charges. All protests and challenges not received within ten (10) day period shall be deemed to be waived, and Licensee shall be deemed to have approved the legitimacy and accuracy of said charges. A late charge of one percent (1%) per month shall accrue on all amounts not paid within the fifteen (15) day period.

7. TERMINATION

A. Termination by Licensor. This license is revocable at will by Licensor, and Licensee agrees in that event to: (a) peaceably and promptly surrender the License Premises on the termination date specified in the written notice, (b) remove all Licensee's personal property from the License Premises and Grounds, and (c) restore the License Premises to its original state at the time of Licensee's entry thereon.

B. Termination by Licensee. Licensee may terminate this License at any time upon sixty (60) days written notice to Licensor.

C. Termination or Expiration of Lease. Upon termination or expiration of the underlying lease between the Lessor and Licensor, the Licensee shall attorn to the Lessor as licensor.

D. No Other Refunds. Upon termination of this License by either Party, there shall be no refund of the License Fees or any portions thereof.

8. NO INTEREST CREATED

Licensee acknowledges that no interest or estate of any kind whatsoever in the License Premises and Grounds is conveyed by this License or by occupancy or use of the Licensed Premises and Grounds pursuant to the License. This License shall not be assigned or sub-licensed by Licensee. Notwithstanding the provisions of this Section, Licensee shall have the unrestricted right to assign any or all rights in and to the Film.

9. INSURANCE, INDEMNIFICATION & WAIVER OF SUBROGATION

A. Insurance. Licensee, and each of Licensee's contractors and subcontractors who physically access the License Premises, shall, at their sole cost and expense, procure and continue to maintain in force during the Term of this License the minimum insurance coverage with limits indicated below:

(i) Workers' Compensation Insurance (at statutory limits); and

(ii) Employer's Liability Insurance with minimum limits of not less than One Million Dollars and No Cents ($1,000,000.00) per accident or disease; and

(iii) Commercial General Liability Insurance for claims against bodily injury (including death), personal and advertising injury, and property damage (including completed operations and contractual liability), on an occurrence basis in an amount not less than Two Million Dollars and No Cents ($2,000,000.00) combined single limit and $4,000,000 in the aggregate; and

(iv) "All-risk" property insurance insuring the License Premises and its appurtenant personal property including all equipment owned by the City of Santa Fe and made available to Licensee in the course of Film production, at full replacement costs. City of Santa Fe and Garson Studios Santa Fe, LLC shall be added as a loss payee on the "all-risk" policy.

All policies shall be written by an insurer with an A. M. Best rating of not less than A- (Excellent), Financial Size Category VII, and must be authorized to do business within the State of New Mexico. The general liability insurance coverage shall be endorsed to name Garson Studios Santa Fe, LLC, the City of Santa Fe, the City's agents, employees, volunteers, officers, and elected and appointed officials (collectively the "**City's Releasees**") as additional insureds. Licensee shall provide written documentation of all required insurance coverages upon execution of this License and otherwise within ten (10) days of the City's written request for such documentation. All policies shall provide that Garson Studios Santa Fe, LLC and the City of Santa Fe shall be given no less than thirty (30) days prior written notice of any cancellation except as a result of non-payment, for which not less than ten (10) days prior written notice shall be given.

No self-insurance shall be allowed at any time without the prior written consent of the Licensor, which may be withheld for any or no reason.

B. Indemnification. Licensee agrees to indemnify, defend and hold Licensor, the City of Santa Fe, and the City's Releasees harmless from and against any third-party claim of injury, loss, damage or liability costs or expenses (including without limitation reasonable outside attorneys' fees and court costs) to the extent arising out of Licensee's breach of this License. Circumstances under which the City will not be held liable include, but are not limited to:

(i) any work or act done in, on or about the License Premises, or any part thereof at the direction of Licensee, its agents, contractors, subcontractors, servants, employees, licensees or invitees on behalf of Licensee; and

(ii) any negligence or other willful misconduct on the part of Licensee or any of its agents, contractors, subcontractors, servants, employees, or invitees; and

(iii) any accident, injury or damage directly caused by or attributable to Licensee or its agents, contractors, subcontractors, servants, employees, or invitees to any person or property occurring at the License Premises and Grounds or any part thereof, except to the extent caused by the negligence or willful misconduct of the City, its employees, agents, volunteers, officers or officials; and

(iv) any failure on the part of Licensee to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this License on its part to be performed or complied with; and

(v) Any failure of Licensee to comply with applicable local, state or federal laws.

C. Waiver of Subrogation.

(i) Mutual Waiver. Licensee and Licensor hereby grant to each other a mutual waiver of any right to subrogation which any insurer of one Party may acquire against the other Party by virtue of the payment of any loss under such insurance. Licensee and Licensor agree to obtain any endorsements that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether a Party has received a waiver of subrogation endorsement from the insurer.

(ii) Waiver to City. Licensee hereby grants to the City a waiver of any right to subrogation which any insurer of Licensee may acquire against the City by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

10. NOTICE

All notices and demands in regards to this License must be given by first-class certified or registered mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, courier fee prepaid. All such properly sent notices and demands shall be effective when received, rejected or refused by the recipient. Notices will be addressed to the Parties as follows:

To Licensor:

P.O. Box 32173
Santa Fe, NM 87594
Attn: Claudio Ruben

To Licensee:Garson Studios Santa Fe, LLC

With a copy to the Lessor:
City of Santa Fe
PO Box 909
200 Lincoln Avenue
Santa Fe, New Mexico 87504
Attn: City Manager

Either Party may change its notice addresses in this Section upon three (3) days written notice to the other Party. Any copy of a notice or demand to a Party's legal counsel does not constitute legal notice to that Party.

11. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this License 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 of this License modifies or waives any provision of the New Mexico Tort Claims Act.

12. NO REPRESENTATIONS REGARDING TAX CREDITS

The Licensee expressly understands and agrees that Licensor and the Lessor make no warranty, covenant, or any other representation that this License will result in or entitle the Licensee to any tax credit, including but not limited to Film Production Tax Credits.

13. LESSOR AS THIRD-PARTY BENEFICIARY

By entering into this License, the Parties intend to create for the Lessor the right, title, and interest in this License for the benefit of the Lessor. No other person shall claim any right, title, or interest under this License or seek to enforce this License as a third-party beneficiary of this License.

14. LAWS AND REGULATIONS

A. Municipal Code. Licensee's use of the License Premises and Grounds shall at all times be in compliance with the City's Municipal Code, including but not limited to §10-2 SFCC 1987, the City's Noise Ordinance.

B. Compliance with Laws. In connection with its use of and activities in and about the License Premises and Grounds and the Lessor property, Licensee, at its sole expense, shall comply, and shall cause its agents, employees, contractors, representatives, guests and invitees to comply, with all applicable laws, orders and regulations of federal, state, county or municipal authorities, and with any direction of any public officer pursuant to law which shall impose any violation, order, or duty upon the Licensor or Licensee with respect to any part of the Lessor premises used by Licensee hereunder and that arise out of Licensee's particular use of the License Premises and Grounds.

C. Safety. Licensee guarantees that all facilities and equipment furnished by it will conform to, and Licensee agrees to comply with, all safety regulations set forth by OSHA, New Mexico OSHB, the EPA, and other environmental pollution and toxic waste control and protection agencies, and safety guidelines that may be issued by the Motion Picture Safety Committee, and all other federal, state, county, municipal and local rules and regulations. Any and all paints and other coloring materials, lacquers and other finishes, solvents and thinners, cleaning or detergent agents, or otherwise potentially harmful, hazardous or toxic materials, liquids, substances, and other contaminants must be removed from the License Premises and Grounds by Licensee at Licensee's expense after use of the same has been completed. During such use, such materials shall be kept in a safe and contained manner. Licensor shall charge to Licensee, and Licensee covenants and agrees to pay, all costs caused by, relating to, or arising from the removal and/or disposal of any and all such materials or substances discharged by Licensee or otherwise not removed from the License Premises by Licensee and any and all fines, assessments, and penalties that may be incurred or imposed upon Licensor, the Lessor, or Licensee as a result of such malfeasance by Licensee.

15. HEADINGS, INTERPRETATION

The section headings contained in this License are for reference purposes only and shall not affect the meaning or interpretation of this License.

16. ENTIRE AGREEMENT

This License incorporates all the agreements and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements and understandings have been merged into this License. This License expresses the entire agreement and understanding between the parties with respect to said license. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this License.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Licensee shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this License, the Licensee agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court of the State of New Mexico.

18. FORCE MAJEURE

Failure of Licensor or Lessor to comply with the terms and conditions hereof because of an Act of God, force majeure, labor troubles, war, fire, riot, earthquake, act of public enemies, action of governmental authorities (federal, state or local), unavailability of power, transportation, stages, production facilities or materials, or for any other reason beyond the reasonable control of Licensor or Lessor, shall not be deemed a breach of this License, and neither Licensor nor Lessor shall be liable to Licensee for any consequential damages. Except for the obligations to pay license fees and additional charges, the provisions of this Paragraph shall apply equally and reciprocally to Licensee.

19. REPRESENTATION ON AUTHORITY OF SIGNATORY

The signatory for the Licensee represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this License. The Licensee represents and warrants that the execution and delivery of the License and the performance of the Licensee's obligations hereunder have been duly authorized and that the License is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

20. ATTACHMENTS

All exhibits are fully incorporated herein and made a part of this License.

21. COUNTERPARTS

This License may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of this _____ day of _____, 20___.

LICENSOR:
GARSON STUDIOS SANTA FE, LLC

_____
CLAUDIO RUBEN, PRINCIPAL

LICENSEE:

_____
AUTHORIZED OFFICER

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: GARSON STUDIOS SANTA FE LLC
DBA: GARSON STUDIOS SANTA FE LLC

Business Location: PO BOX 32713
SANTA FE, NM 87594

Owner: CLAUDIO RUBEN

License Number: 222119

Issued Date: February 02, 2021

Expiration Date: February 02, 2022

CRS Number: 03-162475-00-8

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: $10.00

GARSON STUDIOS SANTA FE LLC
PO BOX 32713
SANTA FE, NM 87594

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/01/2021

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

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

PRODUCER

RIO GRANDE INSURANCE SERVICES OF SANTA FE, INC
1231 S. ST. FRANCIS DR, STE A
SANTA FE, NM 87505
www.riograndeins.com

CONTACT NAME: SAM LEVY, AGENT
PHONE (A/C, No, Ext): (505) 984-8216 FAX (A/C, No): (505) 984-8238
E-MAIL ADDRESS: sam@riograndeins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Insurance Company	
INSURER B: NEW MEXICO MUTUAL	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Garson Studios Santa Fe LLC
PO Box 32713
Santa Fe, NM 87594

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							
	[ ] CLAIMS-MADE [X] OCCUR	X		PHPK2183457	12/12/2020	12/12/2021	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 1,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			0097806	2/13/2020	2/13/2021	[X] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A						E.L. EACH ACCIDENT	$ 500,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	INLAND MARINE			PHPK2183457	12/12/2020	12/12/2021	THIRD PARTY PROPERTY DAMAGE	$1,000,000

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

RE: FILM PRODUCTION SPACES AT 1600 ST MICHAELS DR, BUILDINGS 16 & 47, SANTA FE, NM 87505.
CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED, BUT ONLY AS REGARDS THE NEGLIGENCE OF THE NAMED INSURED, BY SCHEDULED ENDORSEMENT CG2935 AND BY AUTOMATIC ("BLANKET") ENDORSEMENT PI-AS-009 FOR MANAGERS/LESSORS OF PREMISES. CERTIFICATE HOLDER IS LISTED AS LOSS PAYEE AS THEIR INTERESTS MAY APPEAR. AUTOMATIC ADDITIONAL INSURED AND LOSS PAYEE STATUSES MUST BE REQUIRED AS CONDITIONS OF A WRITTEN AGREEMENT.

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
Sam Levy, agent, sam@riograndeins.com

info@garsonstudios.com

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City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: GARSON STUDIOS SANTA FE LLC
DBA: GARSON STUDIOS SANTA FE LLC

Business Location: PO BOX 32713
SANTA FE, NM 87594

CRS Number: 03-162475-00-8

Owner: CLAUDIO RUSSEL

License Number: 222119

License Type: Business License - Renewable

Issued Date: February 02, 2021

Classification: Out of Jurisdiction Business License

Expiration Date: February 02, 2022

Fees Paid: $10.00

GARSON STUDIOS SANTA FE LLC
PO BOX 32713
SANTA FE, NM 87594

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

City of Santa Fe New Mexico
Memorandum

Date: February 5, 2021

To: Public Works and Utilities Committee

From: Rich Brown, Director, Community and Economic Development Department RB

RE: Resolution requiring Governing Body approval prior to announcing City real property for sale.

ITEM AND ISSUE:

This Resolution will require staff to make a presentation to the Governing Body and have the Governing Body vote before announcing City real property for sale. This resolution does not set a minimum threshold to trigger a public presentation prior to announcing a piece of City real property for sale, but requires that staff present their reasoning for selling property in public before announcing City real estate is for sale. The FIR explores what this means for staff time to start making public presentation during the discussion portion of the agenda. This Resolution does not prohibit executive session, which would be helpful should issues of sales/marketing strategy, personal confidentiality, ongoing personal litigations, etc., which need to be frankly discussed before a public offering notice is made.

Note: Current practice is that all land and property assets subject to public offering for sale are discussed with the Governing Body during an executive session, then a public notice is placed both on the website and as ads within the newspaper. Then, to sell a piece of real property a resolution and purchase agreement are brought to the Governing Body for a public hearing as required by statute, and any sales over $25,000 are subject to a referendum period. This new process would require two public presentations for a sale of real property, one to obtain permission to place the real property for sale and one for the sale process that is required by statute.

BACKGROUND AND SUMMARY:

Historically, Asset Development (now part of the Community and Economic Development) has monitored and assessed all land and parcel assets of the City. This includes the monitoring and managing of most, if not all, City-leased property assets.

Recently, Councilors on the Governing Body expressed dismay that disposition strategies for land parcels which are targeted for public offering for sale were discussed in a closed, Executive Session. The reason that staff have sought to discuss issues and potential strategies and approaches during executive session to this point is to allow candid discussion of potential legal issues and avoid losing potential leveraging of sales values through sales strategy, while also gaining feedback from the Governing Body on the recommended path to public offering.

Approval from the Governing Body is not currently required before the City announces the opportunity for potential offerors to submit offers to buy City property for the Governing Body's consideration.

ACTION REQUESTED:
Staff recommends moving forward with this Resolution, since it retains the option to discuss sensitive issues in Executive Session. The ongoing ability to hold an Executive Session, if needed, will allow the City to avoid telegraphing any competitive advantages or potentially ongoing litigating issues before launching an approved public offering.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor JoAnne Vigil Coppler

Councilor Michael J. Garcia

Councilor Renee Villarreal

A RESOLUTION

REQUIRING GOVERNING BODY APPROVAL PRIOR TO ANNOUNCING THE AVAILABILITY OF ANY CITY-OWNED LAND, BUILDINGS, OR OTHER REAL PROPERTY FOR SALE.

WHEREAS, the City recently unveiled a new website that advertises various properties owned by the City of Santa Fe that are either "for sale" or contemplated for future sale; and

WHEREAS, Governing Body approval and, in most circumstances, a waiting period during which the sale is subject to a voter referendum, is required for an offeror to purchase City property; and

WHEREAS, approval from the Governing Body is not currently required before the City announces the opportunity for potential offerors to submit offers to buy City property for the Governing Body's consideration; and

WHEREAS, there is currently one property listed as "for sale" on the new website: the seven parcel, 228 acre Santa Fe Estates located north of Veterans Memorial Highway (US 599) and to the West of US 285; and

WHEREAS, several other City-owned land and real property may soon be listed as "for sale" on the website; and

WHEREAS, City-owned land, buildings, and other real property are public property; and

WHEREAS, the Governing Body prefers to hold discussions of the disposition or sale of City-owned land or property transparently and in front of the public, during a public meeting unless doing so would harm the City's ability to leverage the competitive value of real property; confidential market strategy is not a factor; there are no reputational interests at stake; relevant laws do not require confidentiality; and there is no actual or threatened litigation to consider.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that, prior to announcing any City-owned land, building, or other real property as "for sale", the Governing Body must approve a recommendation to do so, after a presentation by City staff during a public meeting, describing why staff members recommend that the City announce the land or other real property as "for sale."

BE IT FURTHER RESOLVED that, other than Santa Fe Estates, all properties currently under consideration for sale must be presented to the Governing Body for approval of a desired announcement, prior to announcing the land, building, or other real property is for sale, even if the Governing Body has already discussed such sale of such property in an executive session.

PASSED, APPROVED, and ADOPTED this ____day of _____, 2021.

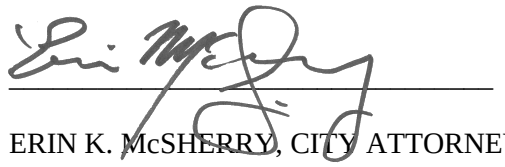
_____

ATTEST: ALAN WEBBER, MAYOR

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

FIR No. 3308

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): GB Approval for Sale of Public Land

Sponsor(s): Councilors Vigil Coppler, Garcia, and Villarreal

Reviewing Department(s): Community and Economic Development

Staff Completing FIR: Rich Brown Date: 1/29/21 Phone: 955-6625

Reviewed by City Attorney:  Date: Feb 6, 2021

Reviewed by Finance Director: _____ Date: _____

Summary:

This resolution will create a pre-review process when selecting underperforming property assets, which will require obtaining Governing Body approval before announcing any City real property to be offered for sale. It is notable that this resolution does not set a minimum threshold to trigger a public presentation, which mean any sale of any real property would need to be presented to Governing Body in a public presentation this could be an issue as it relates to staff time (see staff expense calculation) and Governing Body review time. This could also create a likelihood that staff will seek a private sale without a public announcement to avoid this requirement when timing is an issue. The resolution does not prohibit executive session, which would be necessary should issues of sales/marketing strategy, personal confidentiality, ongoing personal litigations, etc., need to be discussed in Executive Session before a public offering notice is produced.

Note: Current practice is that all land and property assets subject to public offering for sale are submitted to the Governing Body for proposal review during Executive Session, then a public notice is placed both on the website and as ads within the newspaper. Then, to sell a piece of real property an ordinance and purchase agreement are brought to the Governing Body for a public hearing as required by statute and any sales over $25,000 are subject to a referendum period. This ordinance-mandated process, will make two public presentation required for a sale of real property, one to obtain permission to place the real property for sale and one for the sale process required by statute.

Departments Affected:

Community and Economic Development and the City Attorney's Office.

Consequences of Not Enacting Legislation:

If this resolution is not enacted, there are no consequences because the City currently meets all legal requirements for selling real property.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

None identified.

Performance and Administrative Implications:

Unintended consequences, additional staff overtime expense could be incurred if the Asset Development Division and the City Attorney's Office will need to create a series of Governing Body recommendation packets for public hearing. As well as, with large parcels, this could delay the go-to-market option by up to six months or more; depending on any amendments, changes, market data requests, etc. Some of this process could be done internally, but the potential added cycles of gaining majority approval may not match the timing of the market interest.

Fiscal Implications:
Unintended fiscal implication: Additional internal staff overtime expense for any time to prepare, redact, and/or resubmit public offering proposals if a majority approval for each select land/property asset is not achieved through the Committee process leading up to the Governing Body meeting.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 21	FYE 22	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and	$25,024.00	$29.194.00	$ 0	N	R	2122800	
Benefits*							
Capital Outlay	$	$	$				
Contractual/	$ 5,000	$ 8,000	$ 0			2122800	
Professional Services							
Operating	$	$	$			2122800	$
Total:	$30,024.00	$37,194.00	$ 0				$67,218.00

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Note: Additional, unintended staff overtime expense could be incurred if the Asset Development Division will need to create a series of Governing Body recommendation packets that is be present for public debate. With large parcels, this could delay the go-to-market option by up to six months or more; depending on any amendments, changes, market data requests, etc. Some of this process could be done internally, but the potential added cycles of gaining majority approval may not match the market interest.

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative: