City of Santa Fe

AGENDA

SPECIAL MEETING OF THE PUBLIC WORKS AND UTILITIES COMMITTEE
JANUARY 10, 20225:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES 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 in excess of those permitted in the current Public Health Order, and the need to incorporate technology and practices to re-institute in-person meetings consistent with the limitations established by the Order, the Public Works and Utilities 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.

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/87478159589?pwd=TGVLNWZqZ1FTT0NBaU5DbkE3cVRjZz09.
Passcode: 804098
Attendees should use the "Raise Hand" function to be recognized by the Chair to speak at the appropriate time.
Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: **US: 1 (346) 248-7799 - Webinar ID: 874 7815 9589 - Passcode: 804098**
Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Chair to speak at the appropriate time.
The agenda and packet for the meeting will be posted at https://santafe.primegov.com/public/portal.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **APPROVAL OF CONSENT AGENDA**
5. **APPROVAL OF MINUTES**

a. Approval of minutes from the December 13, 2021 Public Works and Utilities Committee Meeting.

6. **PRESENTATION/INFORMATIONAL ITEMS**

a. Update on the Water Division's Asset Management Plan and Implementation.(John Del Mar, Engineering Supervisor, jpdelmar@santafenm.gov, 955-4231; Alan Hook, Water Resource Coordinator, aghook@santafenm.gov, 955-4205)

b. City of Santa Fe Water 2021 Supply and Demand Summary. Presentation available at www.santafenm.gov/water (Jesse Roach, Water Division Director, jdroach@santafenm.gov 955-4309)

c. Streetlight LED Conversion Project Report. (Regina Wheeler, Public Works Department Director, rawheeler@santafenm.gov, 955-6622)

7. **ACTION ITEMS: CONSENT**

a. Request Approval of a Construction Services Contract with CES/HELLAS Construction Inc. for On-Call Construction Services in an Amount Not to Exceed $2,500,000 Inclusive of New Mexico Gross Receipts Tax (NMGRT). (Melissa McDonald, Interim Parks Division Director, mamcdonald@santafenm.gov, 505-303-9502).

Committee Review:
Finance Committee: 01/03/2022
Public Works & Utilities Committee: 01/10/2022
Governing Body: 01/12/2022

b. Request for Approval of Library 2020 GO BOND in the Amount of $171,276.71 (Maria Tucker, Library Division Director: metucker@santafenm.gov; 505-955-6678)
   1. Request for Approval of Budget Amendment Resolution (BAR) – Budget 2020 GO BOND

Committee Review:
Finance Committee: 01/03/2022

Public Works and Utilities Committee: 01/10/2022
Governing Body: 01/12/2022

c. Request for Approval of an Agreement with B&D Industries for the Installation of Soccer Field Lighting at the Municipal Recreation Complex in the Total Amount of $666,342.43 Including New Mexico Gross Receipts Tax. (Melissa A. McDonald, Parks Division Director, mamcdonald@santafenm.gov, 505-303-9502)

1. Request for Approval of Budget Amendment Resolution (BAR) to Allocate $500,000 from the Santa Fe County Match Funds Per MOU 19-0792 into Budget for this Project.

Committee Review
Finance Committee: 01/03/2022
Public Works: 01/10/2022
City Council: 01/12/2022

d. CONSIDERATION OF BILL NO. 2022-__. (Councilor Romero-Wirth and Councilor Cassutt)
An Ordinance Amending Section 2-1.13 SFCC 1987 to Establish that the Mayor Pro Tempore Shall Serve on One City Council Standing Committee, Which Shall be the Finance Committee. (Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518)

Committee Review:
Introduced: 12/08/21
Finance Committee: 01/03/22
Public Works and Utilities Committee: 01/10/22
Governing Body (request to publish): 01/12/22
Quality of Life Committee: 01/17/22
Governing Body (public hearing): 02/09/22

e. Consideration of Resolution No. 2022-__. (Councilor Lindell and Councilor Cassutt)
A Joint Resolution Recognizing the Existence of Open Items Related to Annexation and Establishing Negotiating Teams to Develop Non-Binding Proposals to Resolve those Items. (Pat Feghali, Assistant City Attorney: pfeghali@santafenm.gov)

Committee Review:

Introduced: 12/08/21
Finance Committee: 01/03/22
Public Works and Utilities Committee: 01/10/22
Governing Body: 01/12/22

f. CONSIDERATION OF RESOLUTION NO. 2022-__. (Mayor Webber)
A Resolution Rescinding Resolution No. 2021-3 Relating to the Open Meetings Act; and Adopting Annual Notice Requirements for 2022. (Kristine Mihelcic, City Clerk: kmmihelcic@santafenm.gov, 955-6846)

Committee Review:
Introduced: 12/08/21
Finance Committee: 01/03/22
Public Works and Utilities Committee: 01/10/22
Governing Body: 01/12/22

g. Request for approval of Wastewater Digester Project Engineering contract with HDR pursuant to NMSA 1978-13-1-150B.6(a)(b). for amendment #6 with an extension of time and funding in the amount of $125,000 plus NMGRT to revise and complete the Digester Project co-generation grid connection design. (Michael Dozier, WWM Division Director, mldozier@santafenm.gov)

1. Request for approval of a BAR (Budget Adjustment Resolution) in the amount of $135,547 from the WWMD Cash Balance.

Committee Review:
Public Works and Utilities Committee: 01/10/2022
Finance Committee: 01/18/2022
Governing Body: 01/26/2022

h. Request for Approval of Amendment #1 to Valli Information System Inc. for the Monthly Electronic Bill Pay Services to increase the amount by an additional $84,000 for FY21/22. (Nancy Jimenez, Utility Billing Division Director, nljimenez@santafenm.gov, 955-4364)

1. Request for approval of a BAR (Budget Amendment Resolution) in the amount of $84,000 from Cash Balances.

Committee Review:
Public Works and Utilities Committee: 01/10/2022

Finance Committee: 01/18/2022
Governing Body: 01/26/2022

i. CONSIDERATION OF BILL NO. 2022-__. (Mayor Webber)
An Ordinance Granting NTS Communications, LLC, DBA Vexus Fiber, a Non-Exclusive Franchise, to Operate a Telecommunications Network Within the City of Santa Fe; the Right to Use City Public Rights-of-Way to Provide Telecommunications Services Within the City; and Fixing the Terms and Conditions Thereof. (Terry Lease, Asset Development Manager; tjlease@santafenm.gov)

Committee Review:
Introduced: 12/08/21
Public Works and Utilities Committee: 01/10/22
Economic Development Advisory Committee
Governing Body (request to publish): 01/12/22
Finance Committee: 01/18/22
Governing Body (public hearing): 02/09/22

j. CONSIDERATION OF BILL NO. 2022-__. (Councilor Rivera)
An Ordinance Amending Exhibit B of Section 21-7 to Increase Residential and Commercial Rates for Services Provided by the Environmental Services Division. (Shirlene Sitton, Environmental Services Division Director: sesitton@santafenm.gov, 955-2209)

Committee Review:
Introduced: 12/08/21
Public Works and Utilities Committee: 01/10/22
Governing Body (request to publish): 01/12/22
Finance Committee: 01/18/22
Governing Body (public hearing): 02/09/22

8. **MATTERS FROM STAFF**

9. **MATTERS FROM THE COMMITTEE**

10. **MATTERS FROM THE CHAIR**

11. **NEXT MEETING: Monday, January 24, 2022**

12. **ADJOURN**

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

City of Santa Fe

MINUTES

REGULAR MEETING OF THE PUBLIC WORKS AND UTILITIES COMMITTEE DECEMBER 13, 2021 AT 5:00 PM VIRTUAL MEETING

1. CALL TO ORDER

meeting started at 5:07pm

2. ROLL CALL

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

Members Excused:
None

Others Attending:
Jesse Guillen, Legislative Liaison
Jamie-Rae Diaz, Administrative Manager
Regina Wheeler, Public Works Department Director
Shannon Jones, Public Utilities Department Director
Mike Dozier, Attendee
Christine Chavez, Attendee
Caryn Grosse, Attendee
Jamie Cassutt, Attendee
John Del Mar, Attendee

3. APPROVAL OF AGENDA

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

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

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

Against: None

Abstain: None

Item 7a removed from agenda, this item has already been approved by Governing Body.

4. **APPROVAL OF CONSENT AGENDA**

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

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

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

Against: None

Abstain: None

Councilor Lindell pulled items 7c, 7d, 7f, and 7g for discussion.
Councilor Vigil Coppler has comments on item 7g

5. **APPROVAL OF MINUTES**

a. Approval of minutes from the November 8, 2021 Public Works and Utilities Committee meeting

MOTION: Councilor Lindell moved, seconded by Councilor Vigil Coppler, 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. **PRESENTATION**

a. Wastewater Management Update.(Mike Dozier, Wastewater Management Division Director, mldozier@santafenm.gov)

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

7. **ACTION ITEMS: CONSENT**

a. Request for the Approval of Amendment #2 to Service Contract 20-0680 for On-Call, Economic Analysis and Urban Planning Services from Strategic Economics; increasing compensation in the total amount of $250,000.00, to a new total of $1,000,960.00 including NMGRT and extending the Term of the Agreement to December 31, 2023; Rich Brown, Director, Community & Economic Development, rdbrown@santafenm.gov, (505) 955-6625, Andrea Salazar, Assistant City Attorney, asalazar@santafenm.gov, (505) 955-6303. **Committee Review:** Public Works Committee 12/13/2021 Finance Committee 01/03/2022 Governing Body 02/01/2022

item removed from agenda. this item has already been approved at Governing Body.

b. Request for the Approval of Wastewater Compost department to Purchase a Mccloskey 621REWT Trammel in the total amount of $373,315.00. (Julian Gonzalez, WWMD Plant Operator, jrgonzales@santafen.gov)

1. Request approval of a Budget Adjustment/ Budget increase in the amount of $373,315 from the Waste Water Management Department Cash Balance.

Committee Review:
Public Works and Utilities Committee: 12/13/2021
Finance Committee: 01/03/2022
Governing Body:01/12/2021

MOTION: Councilor Abeyta moved, seconded by Councilor Lindell, 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

c. Request to award bid number '22/15/B for the Richards Ave East and Campo Conejo Master Meter Vaults ITB, CIP # 960 to A.A.C. Construction, LLC. For an estimated cost of $1,041,000.00 including NMGRT. (Bill Huey, Engineer, bchuey@santafenm.gov, 955-4273)

1. Request approval of a BAR Budget Increase in the amount of $1,041,000 from the Water Enterprise Fund Cash Balance.

Committee Review:
Public Works and Utilities Committee: 12/13/2021
Finance Committee: 01/03/2022
Governing Body: 01/12/2021

MOTION: Councilor Lindell moved, seconded by Councilor Abeyta, 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

d. Request for approval of Amendment # 2 to the Professional Services Agreement with Carollo Engineers, Inc. for engineering services during construction and a term extenstion of thirteen months, (John Del Mar, Engineer Supervisor, jpdelmar@santafenm.gov, 955-4231)

1. Request for approval of a Budget Adjustment Resolution (BAR) in the amount of $474,519 from the Water Enterprise Fund for Amendment # 2 with Carollo Engineers, Inc PSA.

Committee Review:
Public Works and Utilities Committee: 12/13/2021
Finance Committee: 01/03/2021
Governing Body: 01/12/2021

e. Request for approval of a Sole Source Contract with the Santa Fe Watershed Associated to provide Watershed Education to te General Public and Santa Fe Youth for a term of 4 years in the amount of $352,000. (Christine Chavez, Water Conservation Manager, cychavez@santafenm.gov, 955-4219)

Committee Review:
Public Works and Utilities Committee: 12/13/2021
Finance Committee: 01/03/2021
Water Conservation Committee: 12/14/2021
Governing Body: 01/12/2021

MOTION: Councilor Abeyta moved, seconded by Councilor Lindell, to approve the contract 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

f. Request Approval of Contract Amendment #1 to Extend the Term for the Approval of Service Agreement with Pluma LLC in the Total Amount of $334,873.00 for Roof, HVAC, and Employee Parking Security Measures; Caryn Grosse, 505-955-5938, clgrosse@santafenm.gov

COMMITTEE SCHEDULE:
Public Works/Utilities Committee 12/13/2021

Finance Committee 1/3/2022
Governing Body 1/12/2022

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

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

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

Against: None

Abstain: None

g. CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Abeyta, Councilor Romero-Wirth, and Councilor Cassutt)
A Resolution Adopting a New Version of the Governing Body Procedural Rules. (Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518; Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov, 955-6961)

Committee Review:
Introduced: 11/10/2021
Governing Body Study Session: 11/17/2021
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

MOTION: Councilor Lindell moved, seconded by Councilor Abeyta, to approve the amendment

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

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

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

For: Councilor Rivera, Councilor Abeyta, Councilor Lindell

Against: None

Abstain: Councilor Garcia, Councilor Vigil Coppler

8. **ACTION ITEMS: DISCUSSION**

9. **EXECUTIVE SESSION**

10. **MATTERS FROM STAFF**

11. **MATTERS FROM THE COMMITTEE**

12. **MATTERS FROM THE CHAIR**

13. **NEXT MEETING: January 10 2022**

14. **ADJOURN**

meeting adjourn at 6:45pm

Liaison

Chair

City of Santa Fe, New Mexico
Memorandum

Date: January 4, 2022January 7, 2022

To: Public Utilities/Public Works Committee and City Council

From: John Del Mar, Water Division Engineer Supervisor
Alan G. Hook, Water Resources Coordinator

RE: Update on the Water Division's Asset Management Plan and Implementation.

ITEM:
City of Santa Fe Water (Water Division) is implementing an improved asset management system to manage the City's Water infrastructure and to comply with Resolution 2015-35: Water Division's commitment to implement an asset management plan (see Attachment 1). Furthermore, policies for New Mexico legislative funding of Water Storage, Conveyance and Delivery projects require a fully implemented Asset Management Plan (AMP), or steps toward completing an AMP, that follow a State adopted outline in order to receive New Mexico legislative funding (see Attachment 2). In 2019, the Water Division initiated a formal AMP implementation process as a response to requirements to receive Water Trust Board funding for improvements to Nichols Dam outlet conduit. The Water Division hired FCS Group Inc. to assist with documenting and evaluating a complete inventory of Water Division assets. FCS Group Inc. conducted a system wide survey that resulted in an asset management report, a detailed plan for improved asset management, and specific requirements of asset management software.

The next step is to select and implement asset management software that will centralize management of water infrastructure including:

- documenting age and condition of all assets,
- planning for annual maintenance and replacement of aging infrastructure,
- maintaining records related to asset management,
- providing centralized processing for work done across the division.

The Water Division has identified Tyler EAM as the preferred asset management software due to the City's existing enterprise license with Tyler Technologies Inc. (Includes MUNIS, and Energov). However, Tyler EAM will still need to be fully evaluated against our software requirements identified by FCS Group as part of the initial AMP evaluation and report. Representatives from Tyler will meet with Water Division staff in January 2022 with software selection and initial implementation planned for the second half of FY 2021-22.

ATTACHMENTS:
Resolution 2015-35
NM State Finance Rules for Water Storage, Conveyance and Delivery Projects

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2015-35

INTRODUCED BY:

Councilor Christopher M. Rivera

A RESOLUTION

RECOGNIZING THE CITY OF SANTA FE WATER DIVISION'S COMMITMENT TO IMPLEMENT AN ASSET MANAGEMENT PLAN WITHIN THREE YEARS.

WHEREAS, the City of Santa Fe is a qualified entity under the New Mexico Finance Authority Act ("Act"), Sections 6-21-1 through 6-21-31, NMSA 1978, and the Santa Fe City Council ("Governing Body") is authorized to borrow funds and/or issue bonds for financing of public projects for benefit of the City; and

WHEREAS, the New Mexico Finance Authority ("Authority") is the institution for public utility funds created under the Act, and has developed an application procedure whereby the Governing Body may submit an application for financial assistance from the Authority for public projects; and

WHEREAS, the City of Santa Fe Water Division has not developed an asset management plan; and

WHEREAS, an asset management plan is required for the City to apply for funding through the Authority's Water Trust Board, the New Mexico Environment Department Drinking Water

Revolving Loan Fund or Clean Water Revolving Loan Fund.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body recognizes the Water Division's commitment to implement an asset management plan within three years and hereby directs the Water Division to develop such a plan in accordance to the following principles as identified by the New Mexico Finance Authority:

- The current state of Water Division assets; and
- The desired level of customer service; and
- Water Division assets that are critical to sustained performance; and
- The best life cycle cost for the identified assets; and
- The long-term funding strategy for the Water Division

BE IT FURTHER RESOLVED that the New Mexico Finance Authority and New Mexico Environment Department have identified the A.M. Kan Work manual as a guide to the aforementioned principles, which staff may incorporate into the City of Santa Fe Water Division's asset management plan.

PASSED, APPROVED and ADOPTED this 29th day of April, 2015.

JAVIER M. GONZALES, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:



KELLEY A. BRENNAN, CITY ATTORNEY

M/Legislation/Resolutions 2015/ 2015-35 Water Division Asset Management Plan

b.	Project design concept is substantively complete, sets forth clear methodology for project selection and design, and sets forth clear objectives in an overall framework of infrastructure improvement	6-8
c.	Project is well planned, sets forth clear methodology for project selection, but design concept is not yet complete	4-5
d.	Project is not adequately planned and does not include a clear methodology for project selection	0-3

7.	Other: Emergency	25
a.	Project specifically addresses imminent or existing catastrophic conditions related to water quality or quantity or cures severe violations related to water quality	21-25
b.	Project specifically and substantially addresses imminent or existing catastrophic conditions, especially beyond other project objectives	16-20
c.	Project specifically includes benefits for water quality or quantity that may range from indirect to basically addressed	11-15
d.	Project has minimal human health and safety provisions where water quality or quantity could be addressed	6-10
e.	Project has no aspects that promote water quality or quantity and may even be detrimental in that regard	0-5

C. ADDITIONAL APPLICATION REQUIREMENTS

In addition to the items outlined in Section 3.2 of these Project Management Policies, Water Storage, Conveyance and Delivery Project applicants will be required to submit additional information that evidences best practices for project planning and implementation.

1. Appropriate Planning Documents

All applicants will be required to submit a project specific planning document for the proposed project that has been completed and accepted within the last five years by the appropriate regulatory agency, unless funding is sought solely for this purpose. The cost of the report or study may be counted towards the local match described in Section 4.2 for one water project fund award if payment of the third party costs with non-WTB or State Appropriation Grant dollars is substantiated.

a. Preliminary engineering reports must conform to USDA-approved formats and will be required to be submitted for all projects applying for all Water Storage, Conveyance and Delivery projects. Preliminary engineering reports older than two years must be accompanied by updated cost estimates. In no instance will PERs older than five years be accepted without concurrence from NMED.

b. Projects involving the acquisition of and installation of equipment and/or those projects involving the minor/non-complex rehabilitation or replacement of

infrastructure may submit a Design Analysis Report prepared by a New Mexico licensed engineer that establishes the basis of design for the scope of the work and provides preliminary cost estimates. The report must include, at a minimum, a life cycle cost analysis, design analysis, a description of the population to be served, and a list of permits necessary to complete the project.

c. Requests from acequias for the repair, replacement or construction of new infrastructure will require an assessment performed by a licensed contractor or licensed engineer that establishes the nature and scope of the necessary work and provides preliminary cost estimates. The assessment should also indicate whether a design for construction is necessary prior to project initiation. A letter from the ISC director or the Director's designee can except the acequia from the submission of the assessment. The letter must include a project scope, preliminary cost estimates and an indication as to whether a design is required for construction of the project.

2. Water Rights

The Water Trust Board supports the State Engineer's "readiness to proceed" criteria that require the applicant's water rights for the proposed project are in good standing and if necessary, the water rights transfer process will provide for timely and efficient transfer of water between uses without lessening protections for the customs, culture, environment, and economic health and stability of the state's communities. The Water Trust Board will require verification of water rights from the Office of the State Engineer at the time the Readiness Application is submitted.

3. Regulatory Compliance

Public health is paramount in determining suitability for water system project funding. The applicant must demonstrate compliance with relevant agency regulations pertaining to the project at the time the fundable priority list is compiled. Entities not in compliance will not be placed on the fundable priority list, unless the purpose of the project is to bring the entity into compliance.

As part of the Readiness Application, water system applicants must demonstrate that they are in full compliance with the Safe Drinking Water Act and all relevant New Mexico Environment Department regulatory requirements. The Water Trust Board may accept an application from an entity seeking to cure a regulatory deficiency with the proposed qualifying water project. The Water Trust Board requires verification from the New Mexico Environment Department or other appropriate agency that the proposed project will cure the deficiency.

4. Asset Management Plans

An asset management plan allows systems to operate, maintain, rehabilitate and replace infrastructure in the most cost effective manner to ensure a sustained level of service at the lowest life cycle cost. Additionally, an effective asset management plan provides the basis for a financial plan, operational plan and an appropriate rate structure.

To ensure that the Water Trust Board's investments are protected and maintained for optimum longevity, applicants shall be required to submit, as part of the Readiness Application, asset management plans that follows the State adopted report outline and include, at a minimum, the following:

a. First year's submission requirements:

   i. A resolution from the appropriate Governing Body committing to the implementation of an Asset Management Plan that incorporates the following five core components:

      (a) What is the current state of the assets?
      (b) What is the desired level of service?
      (c) Which assets are critical to sustained performance?
      (d) What is the best life cycle cost? and
      (e) What is the long-term funding strategy?

   ii. Identification of an internal team that will be assembled to develop and implement the Asset Management Plan;

   iii. The Water Trust Board recommends applicants provide results of the initial Asset Management IQ test contained in the EFC manual;

   iv. Provide a schedule of the sequence of events proposed to implement the Asset Management Plan with a timeline, such as a Gantt chart;

b. As part of the second and third year's submission, applicants will be required to submit a recent *A.M. Kan Work IQ test* and provide an update on progress made towards the completion of the Asset Management Plan, including any third party deliverables, if applicable. Indicate where third party support is needed, why it is needed, how it will be funded and how it will be incorporated in the internal implementation of Asset Management.

c. As part of the fourth year's submission, and for every year thereafter, applicants will be required to have fully implemented an Asset Management Plan that is reviewed annually with the following elements, as applicable:

   i. Required metering of all diversions and users, as applicable;

   ii. Asset inventory, noting current condition, mapped locations, anticipated useful life and value;

   iii. Defined level of service required to meet state and federal regulations, customer demands, and long-term goals, as applicable;

iv. Risk analysis of asset performance based on likelihood of failure and level of consequence, as applicable;

v. Operations and maintenance strategic plan and a Capital Improvement Plan that addresses all costs for managing the asset, project or system over time; and

vi. Funding strategy for inclusion in Financial Plan.

D. CLOSING REQUIREMENTS

1. Documentation that all applicable permits and licenses, including water rights, have been secured.

2. Right of Way Acquisition Documentation, including

   a. Map of Service Area, Area Map and/or Site Map denoting easements; and

   b. Public Domain Documentation; or

   c. Verification of Land Ownership; or

   d. Landowner agreements or easements indicating a term of not less than 20 years.

3. Plans and Specifications approved by the New Mexico Environment Department

4. Evidence of Financial Capacity to Undertake Water Trust Board debt

   a. Current Fiscal Year Budget

   b. Verification of Other Funding Sources

      i. Local or federal matching funds including any private donations; and

      ii. Award of other Grant or Special Legislative Appropriation

E. OVERSIGHT AND COMPLIANCE

1. Project reports shall be submitted quarterly from execution of the funding agreement through project completion.

2. Technical Oversight on Storage Dams will be conducted by the New Mexico Environment Department or the Office of the State Engineer and the review of funding requisitions will be done by the Environment Department.

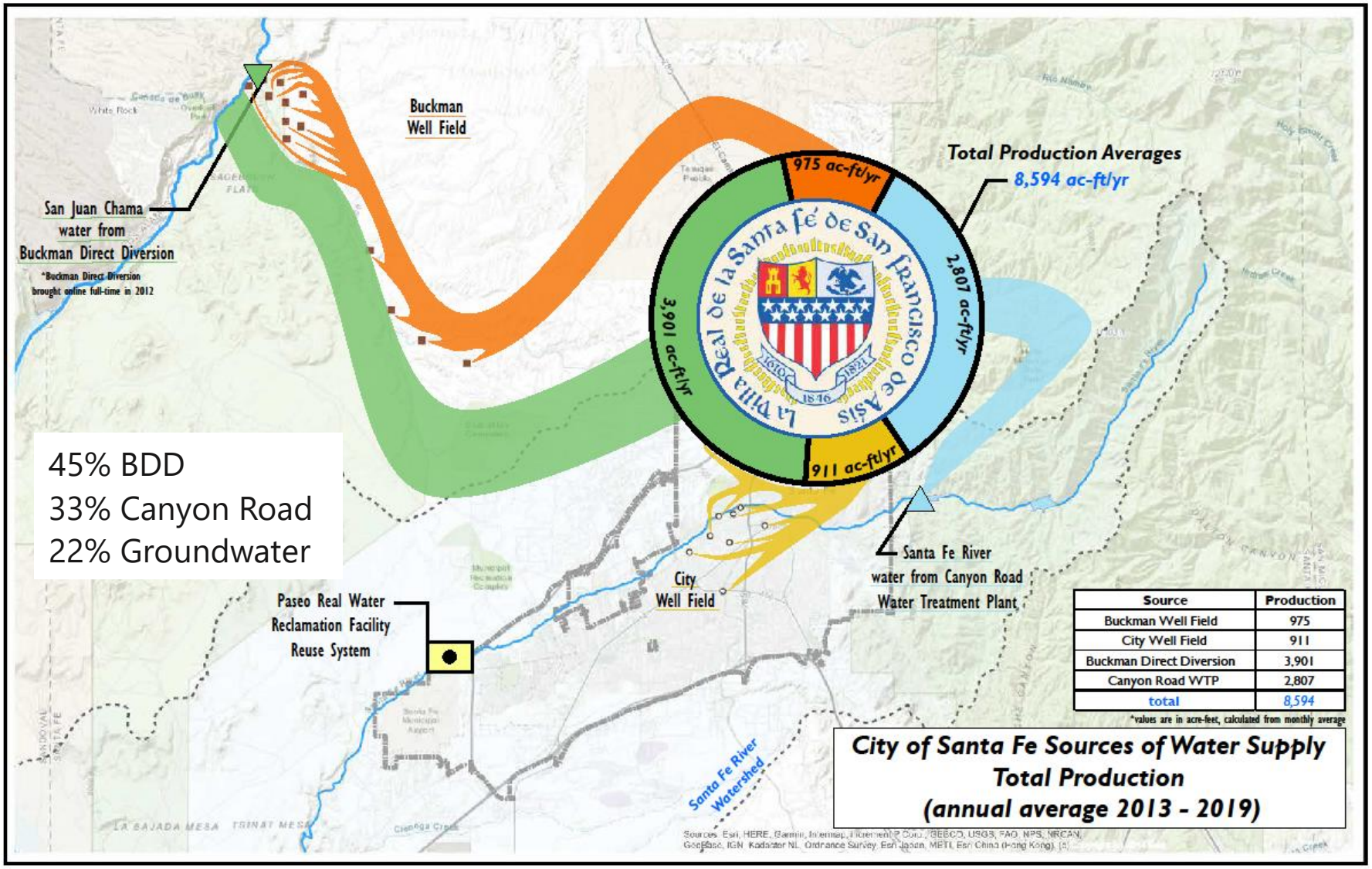
3. Technical Oversight on all other projects will be conducted by the New Mexico Environment Department, including review of funding requisitions.

CoSF Water Supply & Demand Update: 2021

This report is available at https://www.santafenm.gov/water

Background and Jargon

- City of Santa Fe Water has 4 water sources
  - 2 utilize river water or "surface water"
    - Canyon Road Water Treatment Plant treats Santa Fe River Water stored in two reservoirs in the Upper Santa Fe River Watershed.
    - Buckman Direct Diversion Water Treatment Plant treats water diverted from the Rio Grande, that (for accounting purposes) is Colorado River Water delivered into the Rio Grande system through the San Juan Chama Project. It is stored in 3 reservoirs in the Chama system.
    - Surface water is settled, filtered, and chlorinated at treatment plants
  - 2 utilize well water or "groundwater" from underground aquifers
    - The City Wellfield consists of 7 wells, 5 of which are clustered near the Santa Fe River between St. Francis and Alire.
    - The Buckman Wellfield consists of 13 wells, 9 of which are clustered near the Rio Grande at the end of the Buckman Road
    - Groundwater is naturally filtered as it moves underground and is chlorinated before being delivered into the potable system.

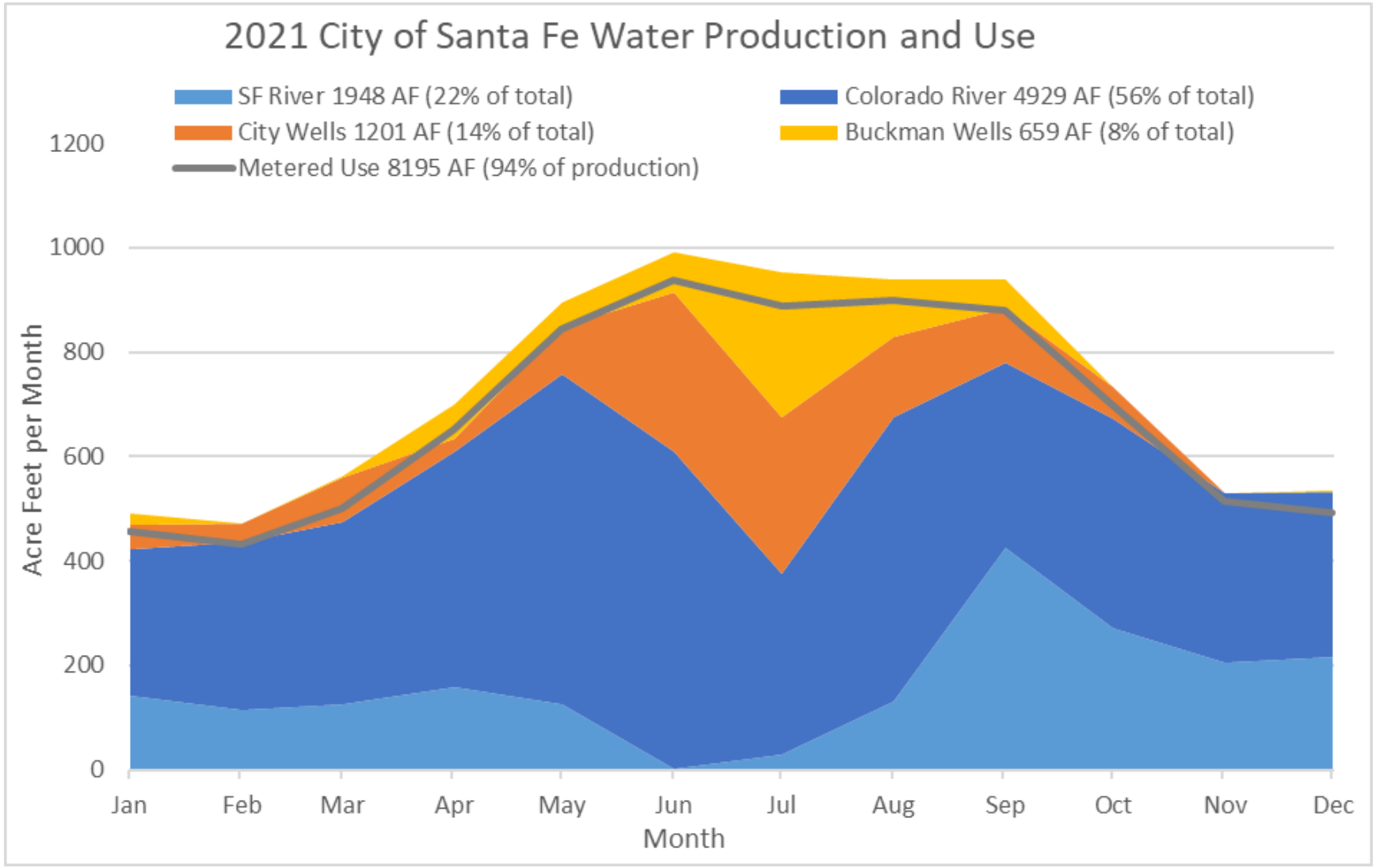


Source	Production
Buckman Well Field	975
City Well Field	911
Buckman Direct Diversion	3,901
Canyon Road WTP	2,807
total	8,594

*values are in acre-feet, calculated from monthly average

1. Monthly Supply and Demand Summary

- City of Santa Fe Water produced about 8700 Acre Feet (AF) of potable water in 2021.
- 79% (about 6840 AF) of production came from surface water sources (rivers).
- 21% (1860 AF) of production came from groundwater sources (wells).
- 94% of potable water produced was delivered to City customers (6% "unaccounted" water loss).
- Potable production and use by month is shown on Page 4.

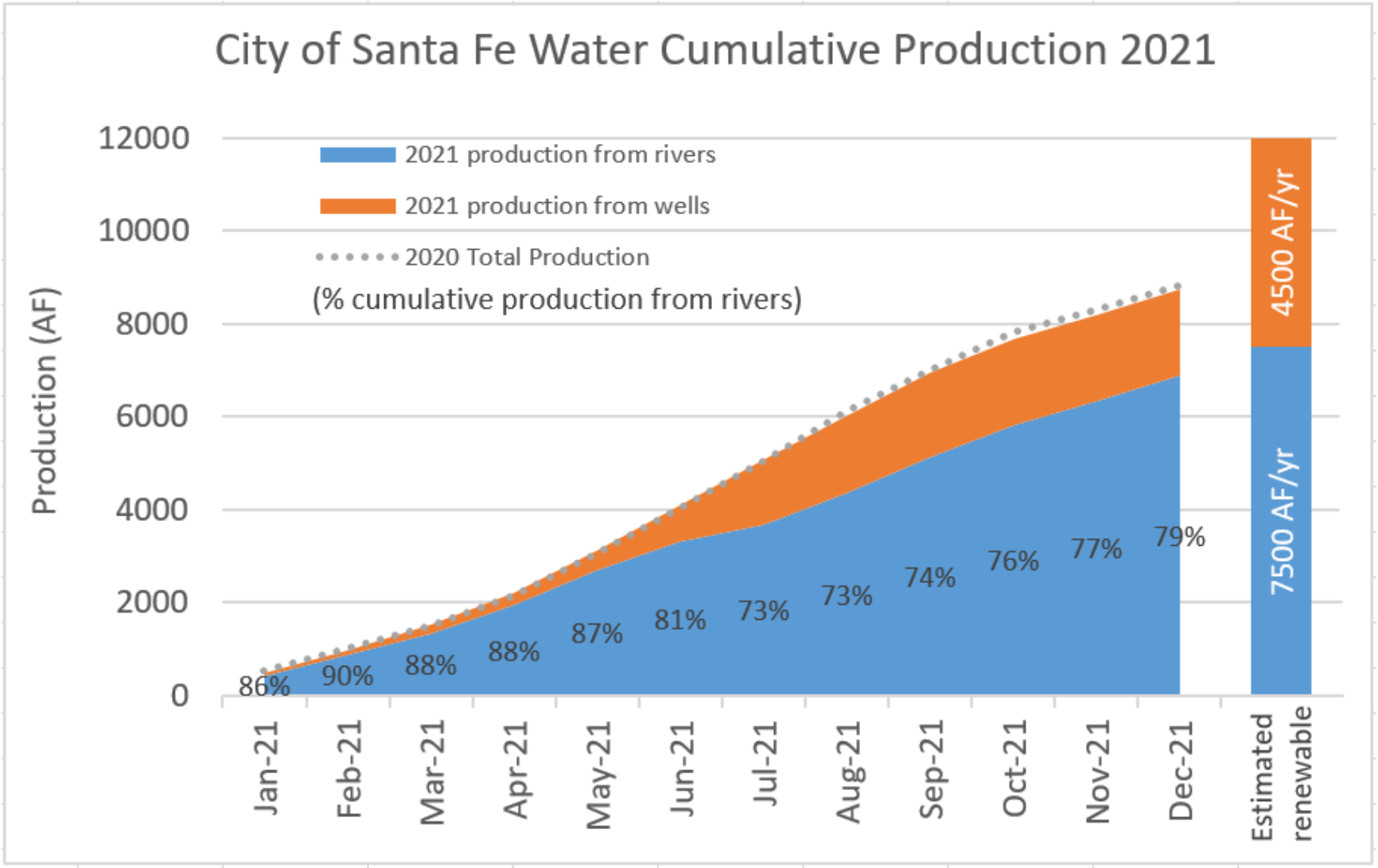

2021 City of Santa Fe Water Production and Use
SF River 1948 AF (22% of total)
Colorado River 4929 AF (56% of total)
City Wells 1201 AF (14% of total)
Buckman Wells 659 AF (8% of total)
Metered Use 8195 AF (94% of production)
Acre Feet per Month
0
200
400
600
800
1000
1200
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
Oct
Nov
Dec
Month

2. Cumulative Annual Surface Water and Groundwater Production

- Despite an approximately 1% increase in number of meters in 2021, 2021 City production was lower than 2020 production. This is likely a result of both continued conservation efforts and relatively good summer rains.

- City of Santa Fe Water used about 8700 AF of water in 2021, only 3/4 of our average estimated renewable water availability of **12,000 AF per year**.
  - For the 12 years from 2010 through 2021, average Colorado River water allocated to City of Santa Fe was 4841 AF per year. Accounting for evaporation and other losses, we assume availability of 4500 AF per year.
  - For the 23 years from 1999 through 2021, average treatable Santa Fe River water (accounting for Acequia and Living River uses) was ~3000 AF per year.
  - We estimate renewable groundwater availability from all of our wells of ~4500 AF per year (2000 AF from City Wells, 2500 AF from Buckman Wells).
  - Combined, City of Santa Fe water estimates a renewable water supply of approximately 12,000 AF per year (4500 AF/yr from the Colorado River, 3000 AF/yr from the Santa Fe River, and 4500 AF/yr from wells)

- Cumulative annual production from rivers and wells is shown on Page 6.


City of Santa Fe Water Cumulative Production 2021
Production (AF)
12000
10000
8000
6000
4000
2000
0
2021 production from rivers
2021 production from wells
2020 Total Production
(% cumulative production from rivers)
86%
90%
88%
88%
87%
81%
73%
73%
74%
76%
77%
79%
4500 AF/yr
7500 AF/yr
Jan-21
Feb-21
Mar-21
Apr-21
May-21
Jun-21
Jul-21
Aug-21
Sep-21
Oct-21
Nov-21
Dec-21
Estimated renewable

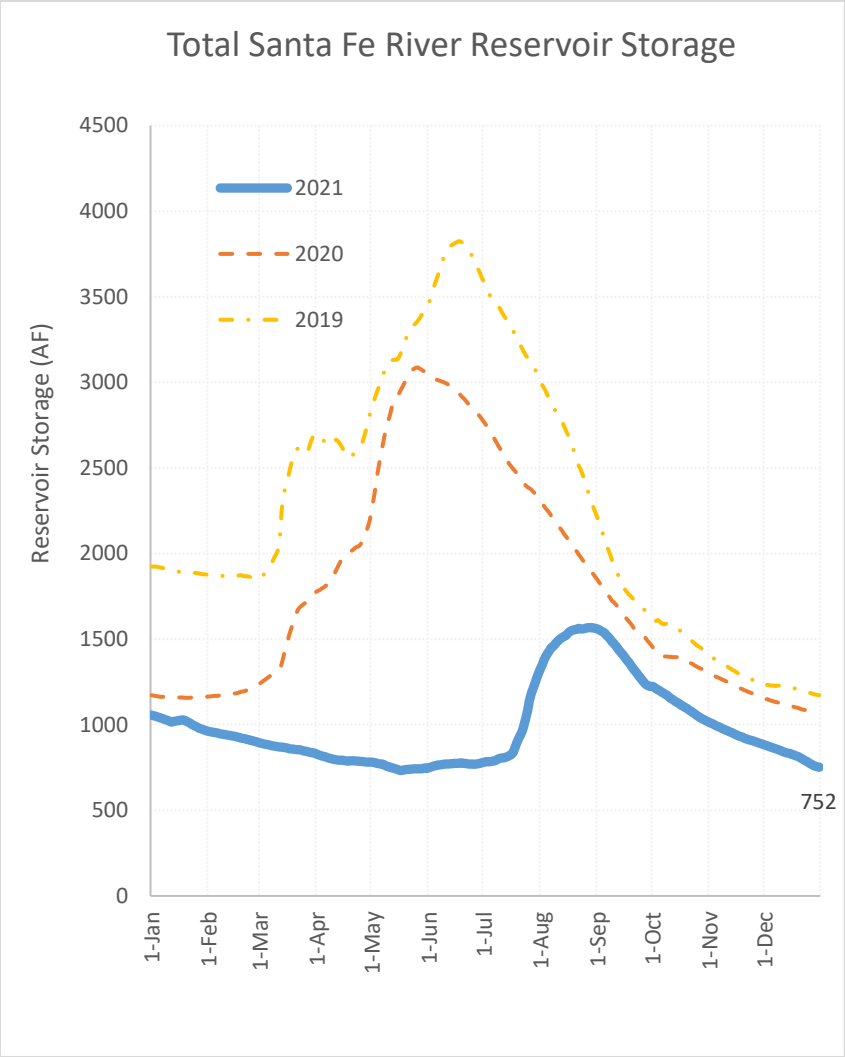
3. City of Santa Fe Water Reservoir Storage

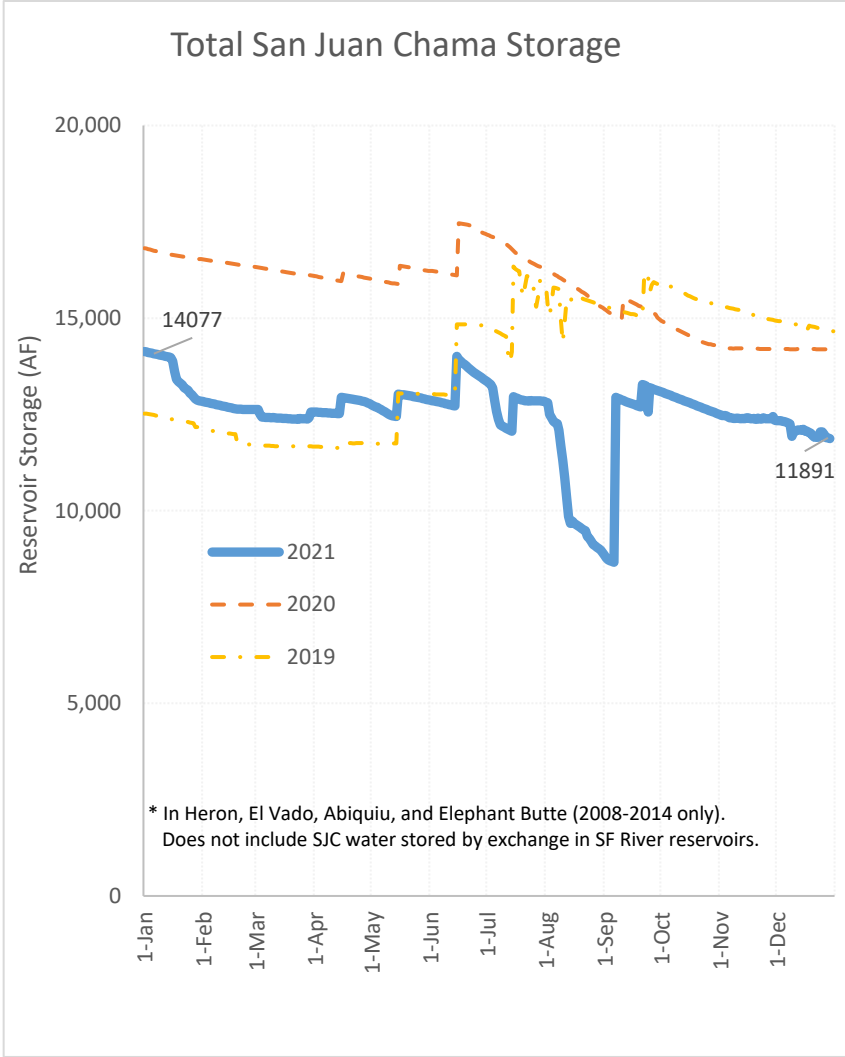
- Santa Fe Reservoirs had 752 AF of water in storage at the end of 2021 (19% capacity).

- City of Santa Fe Water had 11,891 AF of Colorado River (San Juan – Chama Project) water in storage in Heron, El Vado, and Abiquiu reservoirs on December 29th 2021 (~1.4x City total annual potable demand).

- There is extra Colorado River water in storage because of the City-County Shared Pool Agreement under which the City used native County water instead of Colorado River water, effectively storing that water for potential future use by the County.

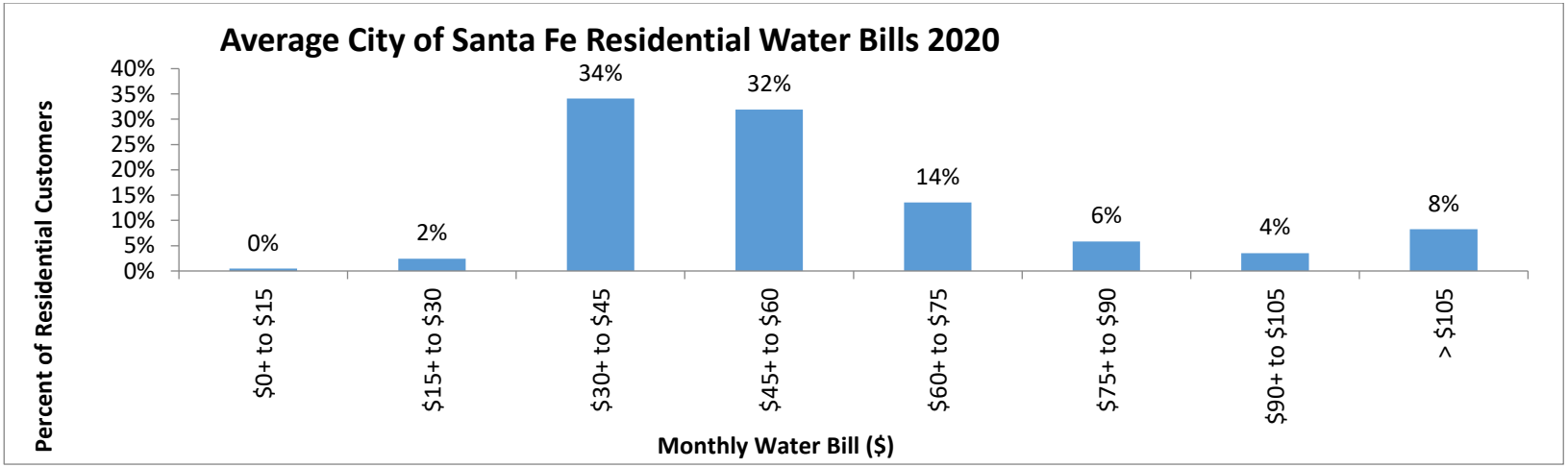
- Reservoir storage in 2021 compared to 2019 and 2020 is show on Page 8.


Total Santa Fe River Reservoir Storage
Reservoir Storage (AF)
4500
4000
3500
3000
2500
2000
1500
1000
500
0
2021
2020
2019
752
1-Jan
1-Feb
1-Mar
1-Apr
1-May
1-Jun
1-Jul
1-Aug
1-Sep
1-Oct
1-Nov
1-Dec

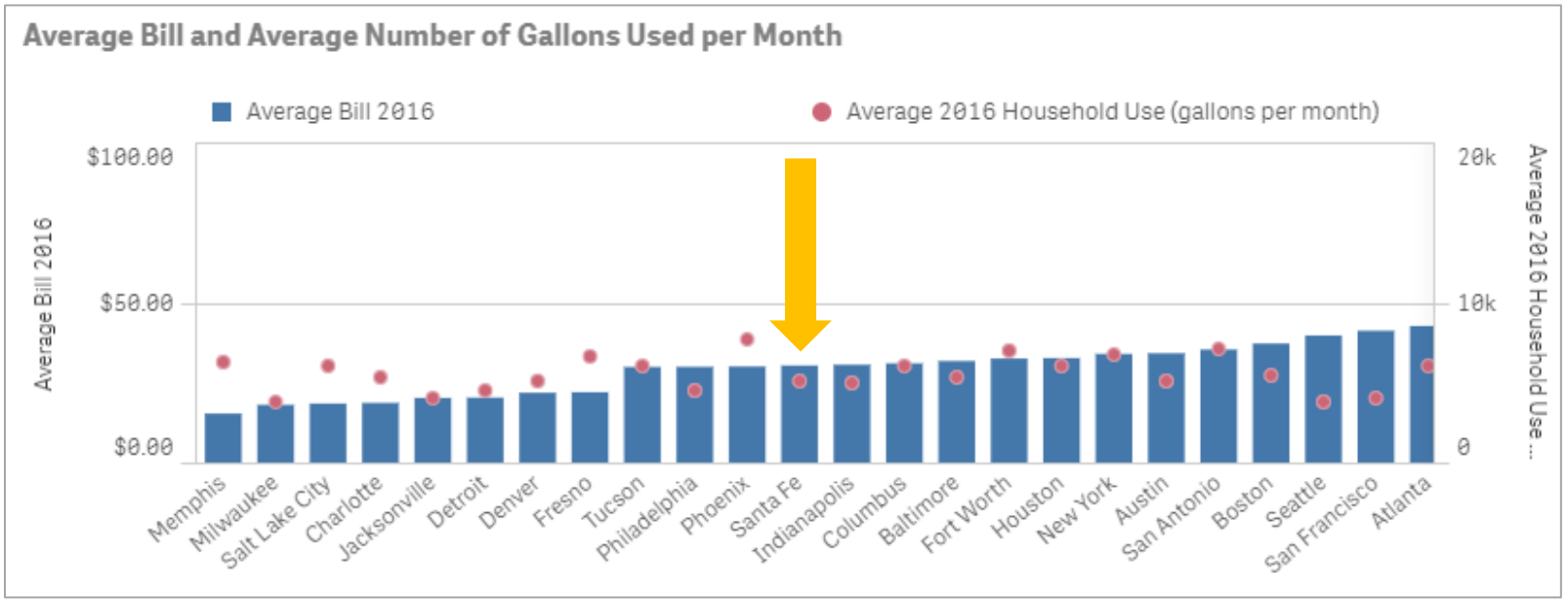

Total San Juan Chama Storage
Reservoir Storage (AF)
20,000
15,000
10,000
5,000
0
14077
11891
2021
2020
2019
* In Heron, El Vado, Abiquiu, and Elephant Butte (2008-2014 only).
Does not include SJC water stored by exchange in SF River reservoirs.
1-Jan
1-Feb
1-Mar
1-Apr
1-May
1-Jun
1-Jul
1-Aug
1-Sep
1-Oct
1-Nov
1-Dec

4. Miscellaneous – The most expensive water in the Country?

- There is a myth out there that Santa Fe has the most expensive water in the country. This is likely a result of a 2016 **RATE** study by Circle of Blue that included a 600 gallons per meter per day scenario (150 gallons per person and a 4 person household) that was applied to water rates across the country, and in our case would result in hefty monthly water bill of $153.
- Because of our focus on conservation and a tiered rate structure designed to discourage high water use, our average residential use is way below 600 gallons per meter per day. Internal analysis of 2020 bills shows average use of less than 150 gallons per meter per day, and as a result, in 2020 92% of City of Santa Fe Water residential customers paid less than $105 per month for water.



- The difference between potential and actual is supported by a **BILL** specific study also by Circle of Blue that shows our average bill lands in the middle of the other water utilities evaluated. The figure below is from that study which is found here: https://www.circleofblue.org/2016/water-management/pricing/infographic-average-u-s-household-water-use-bills-2015-16/

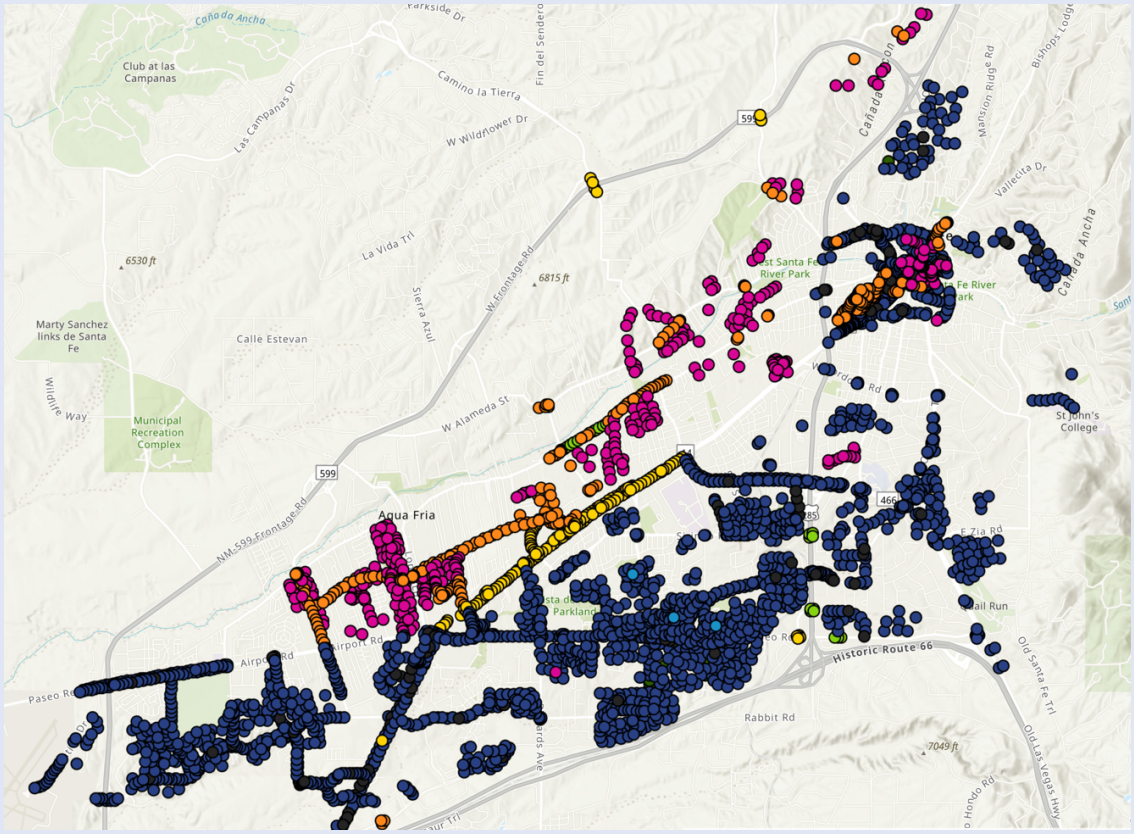


- So if someone tells you that our water is the most expensive in the country, you can explain that while our rates are designed to discourage high use, what people actually pay for water is very comparable to other water utilities across the country.



City-Owned LED Street Light Conversion Update!

Over 2,400 City-owned street lights have been converted to LED following the Community-Guided Smart Street Lighting Design. On the map below, blue and green circles represent upgraded LED street lights. The pink, orange, and yellow circles represent existing street lights still needing to be upgraded.



Segments 1, 2, and 3 are nearly complete and Segment 4 will start soon. For detailed information about each Segment, visit SantaFeLED.com.

DRONE FLYOVER VIDEO

Drone flyover footage from Segment 1 has been posted to SantaFeLED.com! The drone footage is a visual tool to show a side-by-side comparison of the roadway lighting conditions before the LED upgrade, and the conditions now that the new LEDs have been installed following the Community-Guided Design Plan. The drone footage video can be found in the new "Design Validation" section of the website, which resides just below the "Implementation" section. As the project continues to progress, additional material will be posted.

DOOR HANGERS & INFORMATION CARDS

Field crews have been distributing door hangers featuring a QR-code and phone number to gather neighborhood feedback as lights are being converted. Additionally, crews are equipped with cards to hand out to residents who might approach with questions or comments. All feedback collected through 12/13/21 is available in the latest PWUC Report available here.

SHIELDING

Shields can be installed on the luminaire to block fugitive light, so long as roadway lighting levels are not impacted. To request the addition of a shield on a light near your home, complete the form at SantaFeLED.com or call 505-219-3780.

To make a request or provide feedback:

1. Visit SantaFeLED.com and utilize the feedback form
2. Email us at SantaFeLED@dalkiasolutions.com
3. Call us at 505-219-3780

A public entity must reasonably modify its policies, practices, or procedures to avoid discrimination. To request a modification in accordance with the Americans with Disabilities Act, email SantaFeLED@dalkiasolutions.com or call 505-219-3780.

You're receiving this email because you're on the LED Street Lighting Conversion contact list. If you wish to be removed, please email SantaFeLED@dalkiasolutions.com.

City of Santa Fe, New Mexico

memo

DATE: November 23, 2021
TO: Public Works Committee/Finance Committee/Governing Body
VIA: _____
Regina A. Wheeler, Public Works Department Director

FROM: Melissa A. McDonald, Interim Parks Division Director MAM

ITEM: REQUEST APPROVAL OF A CONSTRUCTION SERVICES CONTRACT WITH CES/HELLAS CONSTRUCTION, INC FOR ON-CALL CONSTRUCTION SERVICES IN AN AMOUNT NOT TO EXCEED $2,500,000 INCLUSIVE OF NEW MEXICO GROSS RECEIPTS TAX (NMGRT).

SUMMARY:
The Public Works Department requests approval of an on-call construction services contract to perform repairs, renovation and construction at athletic fields and sports courts around the city. This will allow Parks and Open Space Division to address immediate needs citywide and at the MRC more quickly and prevent major damage.

Funds for services will be identified and budgeted as needed and appropriated for each repair or renovation. Examples of repairs and renovations that will utilize this contract when funded:

Salvador Perez athletic field reconstruction	$800,000
Ragle Park Ballfields	$100,000
MRC Ballfield Improvements	$300,000
Citywide Basketball Court Resurfacing	$280,000
Citywide Tennis Court Construction/Resurfacing	$1,600,000

Hellas Construction, Inc works across New Mexico and with governmental agencies including Santa Fe Public Schools, New Mexico Highlands University, City of Farmington, City of Socorro, and City of Las Cruces and is known to produce high-quality results in a professional and reliable manner.

This contract is being procured via Cooperative Education Services Agreement, AEPA 020A-Athletic Surfaces/CBS Price Agreement # 2020-12N-A304-ALL and expires February 28, 2024. Execution of this agreement does not constitute a promise to purchase any amount of work. Total compensation under the contract will not exceed $2,500,000 unless the Governing Body approves an increase in a contract amendment.

MUNIS CONTRACT NUMBER: PUBLIC WORKS 3203124
FUNDS: VARIOUS (PARKS 100 MRC 500) AH
OBJ/ORGS: PARKS 1004150.510310, MRC 5300273.510310

ATTACHMENTS:
Cooperative Educational Services–Hellas Construction, Inc Contract Agreement
Contractor's Certificate of Professional Liability Insurance
CES Letter of Award, AEPA 020A-Athletic Surfaces/CBS Price Agreement # 2020-12N-A304-ALL
City of Santa Fe Business License
Procurement Checklist/ Summary of Contract

CONTRACT #_____
MUNIS # 3203124

City of Santa Fe Contract
On-Call Athletic Field Construction Services for 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 **CES- Hellas Construction, 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 descriptionsmay 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. "Products and Services schedule" refers to the complete list of products and servicesoffered 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 shallnot be added to the Products and Services Schedule.

D. "You" and "your" refers to **CES -Hellas Construction, Inc.** "We," "us" or "our" refers tothe City and whose accounts are created under this Agreement.

2. Scope of Work

The Contractor shall provide on-call service work, per the direction of the City of Santa Fe via AEPA 020A-Athletic Surfaces/CES Price Agreement # 2020-12N-A304-ALL - Natural and Synthetic Surfaces For Sport Fields, Tracks, Courts, Playground And Landscaping Applications, Category 3-Running Track, Tennis and Athletic Courts upon mutual agreement of scope and schedule. All work will be performed on a time and materials basis. See attached proposal from Hellas Construction, Inc. dated September 01, 2021 and marked Exhibit "A" attached hereto and made a part thereof.

3. Compensation

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

Deliverable item:	U/1 (unit of issue)	Price
01 On-Call/ Not to Exceed Miscellaneous	Athletic Surfaces, Tracks and Courts	$2,500,000.00

The total compensation under this Agreement shall not exceed **$2,500,000.00 - including New Mexico gross receipts tax.**

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. Untilthe 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 orpartial 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 Cityagrees 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 **February 28, 2024**. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through152.

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, actsof 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 therequired 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 thiscontract.

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 ofthis Agreement.

B. Notice; City Opportunity to Cure.

1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall giveContractor 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 periodor (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 aninvoice 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 inwriting 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 authorityto 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 approvalof 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 hoursand upon prior written notice, the Contractor's plant or place of business, or any subcontractor'splant 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 optionto terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receiptof the proposed amendment.

18. Release

The Contractor, upon final payment of the amount due under this Agreement, releases theCity, 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 ofthis 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
B. 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.

C. 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.

D. 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 theeffective 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 Agreementor 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.

E. All terms defined in the Governmental Conduct Act have the same meaning inthis 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 theCity.

22. Scope of Agreement; Merger

This Agreement incorporates all the agreements, covenants, and understandings betweenthe 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 civiland 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. IfContractor 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 subjectto the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive 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 effectto 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 todamages 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 Agreementis 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 tofor 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 thescope 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 inspectionand acceptance shall be made at Destination. Tangible personal property rejected at Destinationfor 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 asubcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at noincrease 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 futureperformance 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 anycost 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 theparty 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, theremainder 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 notwaive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective 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 orpayment, 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 toany 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 greaterthan 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, ora 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 groundsfor immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7of 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 Contractormust 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 withContractor'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 toadditional 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 anAmendment executed pursuant to Section 8 of this Agreement.

41. 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 deemedto have been given on the date of delivery if delivered by electronic transmission, personal service or hand delivery or three (3) business days after being mailed.

To the City:
Melissa A. McDonald
City of Santa Fe, Public Works Dept, Parks Division
mamcdonald@santafenm.gov
(505) 303-9502
1124 Siler Road, Building C
Santa Fe, New Mexico 87504

To the Contractor:

Hellas Construction, Inc
Saulo Hernandez, Director of Estimating
12000 West Parmer Lane
Austin, Texas78613
reed@hellasconstruction.com

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall bethe agent of the sender.

To the Contractor:
Hellas Construction, Inc
Saulo Hernandez, Director of Estimating
12000 West Parmer Lane
Austin, Texas78613

42. **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.

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 thesignature by the required approval authorities below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

ATTEST:

_____
KRISTINE MIHELCIC -BUSTOS
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Sep 7, 2021 07:57 MDT)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FNANCES:

_____
MARY MCCOY FINANCE DIRECTOR

Business Unit Line Item: MISC

CONTRACTOR:
HELLAS CONSTRUCTIONS, INC.

Saulo Hernandez
NAME
TITLE: Director of Estimating

DATE: 9/20/2021

CRS# 03015992000
Registration # 230859

September 1, 2021

City of Santa Fe – Parks Department
1142 Siler Rd., Bldg C
Santa Fe, NM 87505

RE: City of Santa Fe, NM

Per your request, Hellas Construction, Inc. is pleased to provide you with goods and services per our current cooperative contract entitled AEPA Contract 020A/CES Contract # 2020-12N-A104-ALL-Athletic Surfaces through a mutually agreeable On-Call Agreement.

The City will issue Hellas Task Orders based on approved Hellas proposals for scopes of work authorized by the cooperative contract mentioned herein. Such Task Orders shall not exceed the following amount:

Two million five hundred thousand dollars and zero cents ($2,500,000.00) excluding all taxes including NMGRT.

This amount may be increased by the City of Santa Fe as per the terms of the On-Call Agreement.

Hellas Construction, Inc. looks forward to your award, and is eager to work with you.

Sincerely,

Saulo Hernandez
Director of Estimating
Hellas Construction, Inc.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/29/2021

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 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: Ryan Goodwin
Holmes Murphy & Associates 1-214-363-4433 12712 Park Central Dr., Suite 100 Dallas, TX 75251 Greg Stitts	PHONE (A/C, No, Ext): 2147647536 FAX (A/C, No): E-MAIL ADDRESS: rgoodwin@holmesmurphy.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: AMERICAN ZURICH INS CO	40142
INSURER B: AMERICAN GUAR & LIAB INS	26247
INSURER C: UNDERWRITERS AT LLOYDS	32727
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Hellas Construction, Inc.
12000 W Parmer Lane
Cedar Park, TX 78613

COVERAGES **CERTIFICATE NUMBER:** 62780492 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC			GLO869091401	03/05/21	03/05/22	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			BAP871436501	03/05/21	03/05/22	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			AUC144839800	03/05/21	03/05/22	EACH OCCURRENCE AGGREGATE $	$ 4,000,000 $ 4,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC871436401	03/05/21	03/05/22	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Pollution/Professional			CPP1001121	03/05/21	03/05/22	Claim/Agg	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: City of Santa Fe Tennis/Pickleball Court Project

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87504
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
07/29/2021

NAME OF INSURED: Hellas Construction, Inc.

Certificate Holder is additional insured on General Liability and Auto Liability if required by written contract. Waiver of subrogation is provided to the Certificate Holder on the General Liability, Auto Liability and Employers Liability if required by written contract. 30 day notice of cancellation is provided to the Certificate Holder on the General Liability, Auto Liability, and Employers Liability policies if required by written contract. General Liability and Auto Liability coverage is primary and non-contributory of other insurance if required by written contract. Umbrella policy is follow form of the underlying General Liability, Auto Liability, Employers Liability and Contractual Liability.

Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 8690914-01	Effective Date: 03/05/2021

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

   Primary and Noncontributory insurance

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

   a. The additional insured is a Named Insured under such other insurance; and

   b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

   This insurance is excess over:

   Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

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1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:
Any Person or Organization that requires You to waive your Rights of Recovery, in a written contract or agreement with the Named Insured that is executed prior to the accident or loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 8690914-01	Effective Date: 03/05/2021

This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal,

unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

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D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph **B.1.** of this endorsement is amended to indicate the following number of days:	*
The total number of days for mailing or delivering with respect to Paragraph **B.2.** of this endorsement is amended to indicate the following number of days:	**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Hellas Construction, Inc.
Endorsement Effective Date: 03/05/2021

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization to whom or which you are required to provide additional insured status or additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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Coverage Extension Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 8714365-01	03/05/2021	03/05/2022	03/05/2021			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

   The following are also "insureds":

   a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

   c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

   d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

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(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

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K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is $5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

   Temporary Substitute Autos – Physical Damage

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss"; or
   5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

   Temporary Substitute Autos – Physical Damage

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

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agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

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U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 8714365-01	03/05/2021	03/05/2022	03/05/2021			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

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TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver

   Name of person or organization

   (X) Blanket Waiver

   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:
3. Premium:
   The premium charge for this endorsement shall be _____ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 03/05/2021 Policy No. WC 8714364-01 Endorsement No.
Insured Hellas Construction, Inc. Premium

Zurich American Insurance Company Countersigned by _____

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement 03/05/2021 Effective Policy No. WC 8714364-01 Endorsement No.

Insured Hellas Construction, Inc. Premium $

Zurich American Insurance Company Countersigned by _____

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BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

PART SIX
CONDITIONS

Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
   a. Must be provided to us prior to cancellation or non-renewal;
   b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
   c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
   a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
   b. At least 30 days prior to the effective date of:
      (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
      (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
   a. Extend the policy cancellation or non-renewal date;
   b. Negate the cancellation or non-renewal; or
   c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 03/05/2021 Policy No. WC 8714364-01 Endorsement No.
Insured Hellas Construction, Inc. Premium $

Zurich American Insurance Company

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Signature: Saulo Hernandez (Sep 20, 2021 09:28 CDT)

Email: reed@hellasconstruction.com

DocuSign Envelope ID: 7F6B17EE-5F11-467E-B9AF-8EA4925C6F36

Your New Mexico Purchasing Cooperative

CES

Since 1979

Contract Award Letter

February 25, 2020

Ruth Hawley
Hellas Construction, Inc.
12710 Research Blvd., Suite 240
Austin, TX 78759

Re: ACCEPTANCE of OFFER and CONTRACT AWARD for:
AEPA IFB 020-A/CES 2020-12 for CES Contract # 2020-12N-A304-ALL - Natural and Synthetic Surfaces For Sport Fields, Tracks, Courts, Playground And Landscaping Applications, Category 3- Running Track, Tennis and Athletic Courts

Dear Procurement Partner,

Cooperative Educational Services (CES) thanks you for responding to AEPA IFB 020-A 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: 7F6B17EE-5F11-467E-B9AF-8EA4925C6F36

Acceptance of Bid & Contract Award

Association of Educational Purchasing Agencies

Instructions: PART I of this form is to be completed by the Bidder and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Bidder is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: BIDDER

In compliance with the Invitation for Bid (IFB), the undersigned warrants that I/we have examined all Instructions to Bidders, associated documents, and being familiar with all of the conditions of the bid, hereby offer and agree to furnish all labor, materials, supplies and equipment incurred in compliance with all terms, conditions, specifications and amendments associated with this IFB and any written exceptions to the bid. Signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services and other services on behalf of the Bidder Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	Hellas Construction, Inc.	**Date**	9/12/19
Address	12710 Research Blvd., Ste. 240	**City, State Zip**	Austin, TX 78759
Contact Person	Ruth Hawley/Tommy McDougal	**Title**	Cooperative Contracts Manager
Authorized Signature		**Title**	Vice President - Estimating
Email	tmcdougal@hellasconstruction.com	**Phone**	512-250-2910

PART II: AWARDING MEMBER AGENCY

Your bid response for the above identified bid is hereby accepted. As a Bidder Partner you are now bound to offer and provide the products and services identified within this IFB, your response and approved by AEPA, including all terms, conditions, specifications, exceptions and amendments. As Bidder Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. The intent of this contract is to constitute the final and complete agreement between the AEPA Member Agency and Bidder Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2021, unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended month by month up to six (6) months or for three (3) additional 12-month periods.

Awarding Agency	COOPERATIVE EDUCATIONAL SERVICES		
Authorized Representative	David Chavez:		
Awarded this 2nd	**day of** February 2020	**Contract Number**	2020-12N-A304-ALL
Contract to commence (Member Agency to select)		**Or**	March 1, 2020

EXTENSION OF AGREEMENT
AEPA BID #020A

Contract EXTENSION AGREEMENT made by and between

Hellas Construction, Inc. (Vendor)
Natural and Synthetic Surfaces: Category 3-Running Track/Tennis/Athletic Courts
and

Cooperative Educational Services (Member)
2020-12N-A304-ALL (CES Contract No.)

The existing Agreement was initially awarded through February 28, 2021. The Term of Contract and Extension in the AEPA Bid provides the Agreement may be extended for three (3) additional 12-month periods by mutual written agreement through February 28, 2024. **AEPA has approved this extension and now the Member and the Vendor desire to extend the Agreement for an additional term to commence February 28, 2021.** Upon the signatures of an authorized officer of the Member and the Vendor, the Agreement is hereby extended.

This extension shall be subject to the same Terms and Conditions as contained in the original AEPA Bid, and subject to the Bylaws, Policies and Procedures of AEPA in addition to the Member Terms and Conditions.

Member

Authorized Signature David Chavez Title Exective Director

Typed Name David Chavez Date February 9, 2021

Vendor

Authorized Signature _____ Title Director of Estimating

Typed Name Saulo Hernandez Date 2/11/2021

The Vendor agrees to provide complete information of any deleted and new products or prices as allowed under headings (Product Addition/Discontinuation) and (New Catalogs/Price Changes) of the AEPA Bid.

If you as the Vendor do not want to extend contract, please sign below.

Discontinue: We desire to discontinue the contract, effective February 28, 2021.

Authorized Signature _____ Title _____

Typed Name _____ Date _____

NOTE: This agreement must be received by CES on or before February 28, 2021.

Various projects completed in New Mexico

Project Name	Owner Name	Completion Year	State	City	Project Scope
Jaycee Park	City of Artesia	2021	NM	Artesia	Turf, Construction
Cobre HS - FB, SB, BB Fields	Cobre Consolidated School District	2020	NM	Bayard	Turf, Track, Construction
Western New Mexico University	Western New Mexico University	2020	NM	Silver City	Turf, Construction
Capital City High School	Santa Fe Public Schools	2020	NM	Santa Fe	Turf
Red Mountain Middle School	Deming Public Schools	2020	NM	Deming	Turf
Pojoaque Valley HS - Baseball	Pojoaque Valley School District	2019	NM	Santa Fe	Turf
Artesia ISD BB / SB Turf	Cooper Henderson (AD)	2019	NM	Artesia	Turf
Eunice HS Track	Eunice ISD	2017	NM	EUNICE	Turf, Track, Construction
Farmington Sports Complex	City of Farmington	2015	NM	Farmington	Tennis/Courts
Cannon Air Force Base (AFB)	Cannon Air Force Base	2013	NM	Cannon AFB	Track
City of Farmington Cooper Street Park	City of Farmington	2013	NM	Farmington	Tennis/Courts
City of Farmington Brookside Park	City of Farmington	2013	NM	Farmington	Tennis/Courts
City of Farmington Sports Complex	City of Farmington	2012	NM	Farmington	Tennis/Courts
New Mexico Highlands University	New Mexico Highlands University	2011	NM	Las Vegas	Turf, Construction
Centennial High School	Las Cruces Public Schools	2011	NM	Las Cruces	Track, Tennis/Courts
New Mexico Junior College	New Mexico Junior College	2011	NM	Hobbs	Turf
Farmington Sports Complex	City of Farmington	2010	NM	Farmington	Tennis/Courts

Various projects completed in New Mexico

Aztec Municipal Schools - Fred Cook Stadium	Aztec Municipal Schools	2008	NM	Aztec	Turf, Track, Construction
Valencia High School	Los Lunas Schools	2008	NM	Los Lunas	Track
Chaparral High School	Gadsden Independent School District (ISD)	2008	NM	Chaparral	Track
Lions Pool Tennis Courts	City of Farmington, NM	2008	NM	Farminton	Tennis/Courts
Brookside Park	City of Farmington	2008	NM	Farmington	Tennis/Courts
Mossman Park	City of Farmington	2008	NM	Farmington	Tennis/Courts
Sedillo Park	City of Socorro	2007	NM	Socorro	Tennis/Courts
Robertson High School	Fremont Unified School District (UISD)	2006	NM	Las Vegas	Tennis/Courts, Construction
Roadrunner RV Resort	Roadrunner RV Resort	2006	NM	Red River	Tennis/Courts
Devargas Middle School	Santa Fe Public Schools	2005	NM	Santa Fe	Track
City of Las Cruces	City of Las Cruces	2005	NM	Las Cruces	Tennis/Courts
Edgewood Middle School	Edgewood Independent School District (ISD)	2004	NM	Edgewood	Track
Espanola Valley High School	Espanola Valley High School District (SD)	2004	NM	Espanola	Track

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

BUSINESS REGISTRATION

Business Name: HELLAS CONSTRUCTION INC.
DBA: HELLAS CONSTRUCTION INC.

Business Location: 12000 W PARMER LN
AUSTIN, TX 78613

CRS Number: 03015992000

Owner: HELLAS CONSTRUCTION INC.

License Number: 230859

License Type: Business License - Renewable

Issued Date: July 29, 2021

Classification: Out of Jurisdiction Contractor - General

Expiration Date: July 29, 2022

Fees Paid: $10.00

HELLAS CONSTRUCTION INC.
12000 W West Parmer LN
AUSTIN, TX 78613

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 PROCUREMENT CHECKLIST

Contractor Name: CES-HELLAS CONSTRUCTION, INC

Procurement Title: ON-CALL ATHLETIC FIELD CONSTRUCTION SERVICE AGREEMENT

Procurement Method: State Price Agreement [•] Cooperative [ ] Sole Source [ ] Other [X]

Exempt [ ] Request For Proposal (RFP) [•] Invitation To Bid (ITB) [ ] Contract under 60K [ ] Contract over 60K [ ]

Department Requesting PUBLIC WORKS/PARKS Staff Name MELISSA A. MCDONALD

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:

Melissa A. McDonald, Acting Parks Division Director		11.20.2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway (Dec 6, 2021 16:40 MST)	Chief Procurement Officer	Dec 6, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

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

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203124

Contractor: CES-Hellas Construction Services, Inc

Description: On-call contract for athletic construction services

Contract [◉] Agreement [○] Lease / Rent [○] Amendment [○]

Term Start Date: January 15, 2022 Term End Date: February 28, 2024

[☑] Approved by Council Date: pending

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

[☐] Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

Why would a contract be issued if not promised to purchase any amount? Is this a Price Agreement instead? Why $2.5 million? issued from CES a 1% charge of total contract $25,000.

3. Procurement History: CES Cooperative agreement

Fran Dunaway (Dec 6, 2021 15:40 MST) Dec 6, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Execution does not constitute a promise to purchase any amount

4. Funding Source: Various (1004150, 5300273, 5300279) Org / Object: Various

Andy Hopkins Dec 6, 2021

Budget Officer Approval: Date:

Comment & Exceptions: Budget will be identified as funds become available

Staff Contact who completed this form: Melissa A. McDonald Phone # 505-303-9502

Email: mamcdonald@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

HELLAS_ONCALL_GB

Interim Agreement Report 2021-12-02

Created:	2021-12-02
By:	Melissa Mcdonald (mamcdonald@ci.santa-fe.nm.us)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAAihggyJrN4xAfgMHtZQpUXGQJV7WKbgai

Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

"HELLAS_ONCALL_GB" History

Document created by Melissa Mcdonald (mamcdonald@ci.santa-fe.nm.us)
2021-12-02 - 1:42:15 AM GMT- IP address: 63.232.20.2

Document emailed to Andy Hopkins (ajhopkins@ci.santa-fe.nm.us) for signature
2021-12-02 - 1:47:36 AM GMT

Email viewed by Andy Hopkins (ajhopkins@ci.santa-fe.nm.us)
2021-12-02 - 1:53:54 AM GMT- IP address: 104.47.64.254

Document e-signed by Andy Hopkins (ajhopkins@ci.santa-fe.nm.us)
Signature Date: 2021-12-02 - 1:54:20 AM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@ci.santa-fe.nm.us) for signature
2021-12-02 - 1:54:22 AM GMT

Email viewed by Fran Dunaway (fadunaway@ci.santa-fe.nm.us)
2021-12-02 - 3:05:01 PM GMT- IP address: 104.47.64.254

Signature: Andy Hopkins
Andy Hopkins (Dec 6, 2021 10:35 MST)

Email: ajhopkins@santafenm.gov

GB PW HELLAS CONSTRUCTION ATHLETIC FIELDS

Final Audit Report 2021-12-06

Created:	2021-12-06
By:	Megan Lujan (mmlujan@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4hKhWwvmUDKWO2_myBXSzWczdCxr7Hqq

"GB PW HELLAS CONSTRUCTION ATHLETIC FIELDS" History

Document created by Megan Lujan (mmlujan@ci.santa-fe.nm.us)
2021-12-06 - 5:28:19 PM GMT

Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature
2021-12-06 - 5:33:56 PM GMT

Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)
2021-12-06 - 5:34:40 PM GMT

Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2021-12-06 - 5:35:35 PM GMT - Time Source: server

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-12-06 - 5:35:40 PM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-12-06 - 9:48:49 PM GMT

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-12-06 - 11:40:08 PM GMT - Time Source: server

Agreement completed.
2021-12-06 - 11:40:08 PM GMT

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 01/03/22
FOR CITY COUNCIL MEETING OF 01/12/22

Request Approval of a Construction Services Contract with CES/HELLAS Construction Inc. for On-Call Construction Services in an Amount not to Exceed $2,500,000 Inclusive of New Mexico Gross Receipts Tax (NMGRT). (Melissa McDonald, Interim Parks Division Director, mamcdonald@santafenm.gov, 505-303-9502).

Committee	**Review**:
Finance Committee:	01/03/2022
Public Works & Utilities Committee:	01/10/2022
Governing Body: 01/12/2022	

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS-

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
COUNCILOR CASSUTT	X		
COUNCILOR LINDELL	X		
COUNCILOR RIVERA	X		
COUNCILOR VILLARREAL	X		
CHAIRPERSON ROMERO-WIRTH	X		

01/03/22

City of Santa Fe, New Mexico

memo

DATE: December 8, 2021

TO: Finance Committee
City Council

VIA: Kyra Ochoa, Community Health & Safety Department Director Kyra Ochoa (Dec 9, 2021 15:21 MST)

FROM: Maria E. Tucker, Library Director Maria Tucker

ITEM AND ISSUE:

Request to approve the State Library appropriation General Obligation Bond 2020 award of $171,276.71

BACKGROUND AND SUMMARY

The 2020 General Obligation (GO) Bond was passed by New Mexico citizens to benefit New Mexico libraries. The purpose of this award is to supplement local funding for library materials (books, periodicals, videos, audio, etc.), or for equipment and supplies that provide or enhance access to information for library patrons. No application was required to receive this award. We will receive this award because we meet State Library criteria as a public library in New Mexico. The award period ends June 30, 2024. A copy of the Budget adjustment request breaks down the amounts into accounts as we are allowed according to the terms and conditions of this award.

REVENUE	BUSINESS UNIT/LINE ITEM
$171,276.71	2510101.490230 Revenue: GO Bond for Libraries

EXPENDITURE	BUSINESS UNIT/LINE ITEM
$ 91,776.71	2510101.530700 Books Subscription periodicals
$ 19,500.00	2510101.530710 Software Subscriptions
$ 60,000.00	2510101.572400 Inventory Exempt Equipment

$171,276.71

RECOMMENDED ACTION:

The Library is requesting your review & recommendation to the Governing body to approve the Library 2020 GO BOND award in the amount of $171,276.71. Munis Contract#3201426 & Project ledger#LIB2025101. If you have any questions, please contact Maria Tucker, Library Director at 955-6788.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3201426

Contractor: **State of NM Department of Cultural Affairs**

Description: **2020 GO BOND for equipment, Library furniture, fixtures and supplemental Library resource acquisitions including print, non print, electronic information & Technology**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **1/2022** Term End Date: **06/30/2024**

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - **Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. **Procurement History:** **2020 GO BOND Acceptance**

Fran Dunaway (Dec 14, 2021 10:42 MST) Dec 14, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: exempt -bond received for Library

4. **Funding Source:** _____ **Org / Object:** 2510101.490230

Andy Hopkins (Dec 13, 2021 15:00 MST) Dec 13, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: _____ Phone # _____

Email: _____

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: State of NM Department of Cultural Affairs

Procurement Title: 2020 GO BOND

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 CM / Library Staff Name Maria E. Tucker

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:

Maria E. Tucker	Library Director	
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway (Dec 14, 2021 10:42 MST)	Chief Procurement Officer	Dec 14, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

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

Log # {Finance use only}:	
Batch # {Finance use only}:	

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

DEPARTMENT / DIVISION NAME	DATE
Community Health & Safety / Library	12/8/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				{enter as positive #}	{enter as negative #}
Books, Subscriptions, Periodicals	2510101	530700	LIB25101	91,777	
Software Subscriptions	2510101	530710	LIB25101	19,500	
Inventory Exempt	2510101	572400	LIB25101	60,000	
REVENUES				{enter as negative #}	{enter as positive #}
Revenue GO Bond for Libraries	2510101	490230	LIB25101	(171,277)	
				$ -	$ -

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

This BAR is to Budget the 2020 GO Bond. The 2020 General Obligation Bond was passed by NM Citizens to benefit the NM Libraries. The Purpose of this award is to supplement local funding for Library Materials, equipment and supplies that provide or enhance access to information for patrons. This BAR breaks down the amounts into accounts as the Library is allowed according to the terms and conditions of this award.

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

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

Gail L. Viigl — 12/8/2021
Prepared By {print name} — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

Andy Hopkins — Dec 13, 2021
Andy Hopkins (Dec 13, 2021 15:00 MST)
Budget Officer — Date

Division Director Signature {optional} — Date

Kyra Ochoa — Dec 8, 2021
Kyra Ochoa (Dec 8, 2021 16:41 MST)
Department Director Signature — Date

Finance Director {≤ $5,000} — Date

City Manager {≤ $60,000} — Date

STATE OF NEW MEXICO
DEPARTMENT OF CULTURAL AFFAIRS
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the Department of Cultural Affairs, New Mexico State Library Division, hereinafter called the "Department" or abbreviation such as "DCA", and the City of Santa Fe hereinafter called the "Grantee" on behalf of the Santa Fe Public Library. This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in Chapter 84, Section 10, Paragraph B(1)(a) of New Mexico Laws of 2020, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, NMSA 1978, Section 18-2-4 directs the state librarian to make rules and regulations necessary to administer the division and as provided by law, and NMSA 1978, Section 18-2-4(B) directs the state librarian to administer grants-in-aid and encourage local library services and generally promote an effective statewide library system;

WHEREAS, the state librarian promulgated administrative rules to govern the distribution of general obligation bonds, which are compiled as Section 4.5.8 NMAC;

WHEREAS, the Grantee is a library, or fiscal agent for a library, that is eligible for receipt of such funds because it is a local public library, or fiscal agent for a local public library, as defined under Section 4.5.8 NMAC that has filed an approved annual report, or is acting as fiscal agent to a library that has filed an annual report, with the Department;

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Department determined the amount of the Grant based on the criteria described in Rule 4.5.8.8 NMAC ("Distribution of Funds").

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

Project No. **A20-E5296** for Three Million dollars ($3,000,000.00)

APPROPRIATION REVERSION DATE: 30-JUN-2024

Laws of 2020, Chapter 84, Section 10, Paragraph B(1)(a), Three Million dollars ($3,000,000), for equipment, library furniture, fixtures and supplemental library resource acquisitions, including print, non-print and electronic resources, and for the purchase and installation of broadband internet equipment and infrastructure at nontribal public libraries statewide.

The Grantee's total reimbursements shall not exceed, One Hundred Seventy One Thousand Two Hundred Seventy Six Dollars and Seventy One Cents ($171,276.71) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, which equals zero dollars ($0.00) which equals, One Hundred Seventy One Thousand Two Hundred Seventy Six Dollars and Seventy One Cents ($171,276.71) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.

The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000). " See, Section 13-4A-4 NMSA 1978.

Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity (if any) in accordance with law; or

b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

[1] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official **Representative(s)** concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: _Maria E. Tucker_____
Title: __Library Director_____
Address: _145 Washington Ave. Santa Fe, NM 87501__
Email: ___metucker@santafenm.gov_____
Telephone: __505-955-6788_____

The Grantee designates the person(s) listed below, or their successor, as their **Fiscal Officer or Fiscal Agent** concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: _Gail Vigil_____
Title: __Contracts Amin._____
Address: _145 Washington Ave._____
Email: __glvigil@santafenm.gov_____
Telephone: ___505-955-6789_____

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

Department: Development Bureau / New Mexico State Library
Name: Patricia Moore
Title: Project Manager for Public Libraries General Obligation Bonds
Address: New Mexico State Library, 1209 Camino Carlos Rey, Santa Fe, NM 87507
Telephone: 505.476.9724 / 800.340.3890
Email: patricia.moore@state.nm.us

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2024 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or

(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or

(iii) Termination for violation of the terms of this Agreement; or

(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

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

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

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

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

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

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (http://cpms.dfa.state.nm.us). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure

to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. **Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

(i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or

(ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or

(iii) Twenty (20) days from date of Early Termination; or

(iv) NINETY (90) days from the Reversion Date.

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

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

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

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

(ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be

based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

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

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

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

B. The Grantee hereby represents and warrants the following:

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

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

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the

Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

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

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

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

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

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

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

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

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Santa Fe's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract

claim against the City of Santa Fe or the Department of Cultural Affairs or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a Department of Cultural Affairs Grant Agreement. Should the Department of Cultural Affairs early terminate the grant agreement, the City of Santa Fe may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Santa Fe only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;

3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or

4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

_____
Signature of Official with Authority to Bind Grantee

By:_____
(Type or Print Name)

Its:_____
(Type or Print Title)

_____
Date

DEPARTMENT OF CULTURAL AFFAIRS

_____
By: Debra Garcia y Griego, Cabinet Secretary

_____
Date

_____
By: Peter Ives, DCA General Counsel

_____
Date

_____
By: Greg Geisler, CFO/Administrative Services Division

_____
Date

_____
By: Eli Guinnee, State Librarian

_____
Date

STATE OF NEW MEXICO
2020 GO BOND GRANT PROJECT
PAPER PERIODIC/FINAL REPORT
EXHIBIT 1

☐ PERIODIC REPORT ☐ FINAL REPORT

Grantee: _____ Name of Library: _____

Project Number: A20 – E5296 Reporting Period: _____

1. Please provide a detailed status of project referenced above.

A. *Third Party Obligations*
Purchase Order or Contract # _____

Name of Contractor or Vendor: _____

Amount of Third Party Obligation: _____

Date Executed: _____

Termination Date: _____

2. Original Grant Amount: _____

Total Grant Amount Expended by Grantee to Date: _____

Grant Balance as of this Date: _____

☐ PERIODIC REPORT
I hereby certify that the aforementioned Capital Grant Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.

☐ FINAL REPORT
I hereby certify that the aforementioned Capital Grant Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/regulatory requirements.

_____ _____
Grantee Representative/Title Date

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

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City _____ State _____ Zip _____

C. Phone No: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

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

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (*If Applicable*): _____

G. Grant Balance: _____

H. ☐ GF ☐ GOB ☐ STB (*attach wire if first draw*)

I. ☐ Final Request for Payment (*if Applicable*)

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ **Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☐ **Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

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

Printed Name

Date: _____

Grantee Representative

Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 3

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative: [_____, _____]
FROM: Grantee: [_____]
Grantee Official Representative: [_____]

SUBJECT: Notice of Obligation to Reimburse Grantee
Grant Number: [_____]
Grant Termination Date: [_____]

As the designated representative of the Department for Grant Agreement number [_____] entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): [_____]
The Amount of this Notice of Obligation: [_____]
The Total Amount of all Previously Issued Notices of Obligation: [_____]
The Total Amount of all Notices of Obligation to Date: [_____]
Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: [_____]
Title: [_____]
Signature: [_____]
Date: [_____]

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

ATTACHMENT A

NMSA 1978, Section 18-2-4(I) directs the state librarian to make rules and regulations necessary to administer the division and as provided by law. Section 18-2-4(B) directs the state librarian to administer grants-in-aid and encourage local library services and generally promote an effective statewide library system. Within these powers, the state librarian passed certain administrative rules to govern the distribution of general obligation bonds. Thus, under Section 4.5.8.8 of the New Mexico Administrative Code, this Agreement includes the following additional terms:

§ 4.5.8.8. DISTRIBUTION OF FUNDS

Money from the library bond program shall be distributed in the following manner:

A. Notification: When the library bond program funds are approved by the voters, the state library shall send a letter of notification and acceptance agreement to all public libraries informing them of their eligibility to receive the funds and the amount of funds they are eligible to receive. The agreement must be signed and returned to the state library one-hundred twenty (120) days before the start of the authorized expenditure period. Libraries that do not return the signed agreement within the required time period shall not be eligible to receive funds. Upon receipt of the agreements, the state library shall calculate the final allocation and the libraries shall be notified of any changes within ninety (90) days before the authorized expenditure period.

B. Allocation: The amount allocated to eligible public libraries is dependant upon the amount of bond funds approved by the state legislature and approved by the voters in a bond election. The state library may publish and make publicly available a list showing the bond fund allocations for each eligible library.

C. Criteria for allocation of funds: The state librarian shall establish the amount of funds to be allocated to each eligible library system using the following criteria.

(1) Library shall be a local public library.

(2) Library shall have filed an approved annual report with the state library.

(3) Library shall return a signed agreement accepting the funds and agreeing to abide by the terms and conditions of this rule.

(4) Non-profit libraries shall have an agreement with a local funding authority to act as their fiscal agent for these funds.

(5) The library's and the local funding authority's accounting records shall be sufficient to document expenditures of library bond program money. At the sole discretion of the state library, such records may be audited annually or as needed by the state library or its designated representative.

(6) County population and the library's legal service area shall be used to determine the amount of library bond program funds that shall be allocated to each eligible library.

D. Distribution of funds: Money from the library bond program funds shall be distributed in the following order:

(1) library system allocation: each eligible local public library system, including rural library services facilities, shall receive a fixed allocation dependent upon the total library bond funds available;

(2) per capita allocation: remaining library bond funds shall be distributed to each county on a per capita basis using the latest U. S. census bureau estimates, as follows: (a) each library shall receive funds based upon the legal service area population and proportional credit for the unassigned population in each county; and, (b) local public libraries that are the only local public library in their county shall receive the entire per capita allocation for the county.

(1) Library's book or materials budget shall not be reduced by the local funding authority as a result of eligibility for library bond program funds.

(2) Upon demonstrated evidence that such a reduction has occurred, the library shall be ineligible to receive funds in the next library bond program.

CITY OF SANTA FE:

_____

ALAN WEBBER, MAYOR

DATE:_____

ATTEST:

_____

KRISTINE BUSTOS-MIHELCIC, CITY CLERK

DATE:_____

CITY ATTORNEY'S OFFICE:

Patricia Feghali
Patricia Feghali (Dec 9, 2021 13:04 MST)

_____

ASSISTANT CITY ATTORNEY

DATE Dec 9, 2021

APPROVED FOR FINANCES:

_____

MARY McCOY, FINANCE DIRECTOR

DATE:_____

Business Unit:_____

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 01/03/22
FOR CITY COUNCIL MEETING OF 01/12/22

Request for Approval of Library 2020 GO BOND in the Amount of $171,276.71 (Maria Tucker, Library Division Director, 505.955.6678, metucker@santafenm.gov)

1) Request for Approval of Budget Amendment Resolution (BAR) – Budget 2020 GO BOND

Committee	**Review:**
Finance Committee:	01/03/2022
Public Works and Utilities Committee:	01/10/2022
Governing Body: 01/12/2022	

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS-

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
COUNCILOR CASSUTT	X		
COUNCILOR LINDELL	X		
COUNCILOR RIVERA	X		
COUNCILOR VILLARREAL	X		
CHAIRPERSON ROMERO-WIRTH	X		

01/03/22

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: B&D Industries

Procurement Title: Contract w. State price agreement/B&D Ind. for Soccer Field Lighting Install at MRC

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 Parks Division Staff Name Melissa McDonald

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:

Melissa McDonald — Parks Division Director — 12/10/21

Department Rep Printed Name (attesting that all information included) — Title — Date

Fran Dunaway (Dec 14, 2021 13:54 MST) — Chief Procurement Officer — Dec 14, 2021

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

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

City of Santa Fe, New Mexico
Memorandum

DATE: **December 14, 2021**

TO: **Public Works, CIP and Land Use Committee/Finance Committee/Governing Body**

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

FROM: **Melissa A. McDonald, Parks Division Director** MMc

ACTIONS
Request for the Approval of the agreement with B&D Industries for the installation of soccer field lighting at the Municipal Recreation Complex in the Total Amount of $666,342.43 including New Mexico gross receipts tax. (Melissa A. McDonald, Parks Division Director, mamcdonald@santafenm.gov, 505-303-9502)

1) Request for Approval of BAR Amendment Resolution to allocate $500,000 from the Santa Fe County Match Funds per MOU 19-0792 into budget for this project.

BACKGROUND
The Municipal Recreation Complex (MRC) Soccer Valley was funded with $1.25M from a legislative appropriation, 2018 GRT Bond and matching funds from the County for a project to improve the fields and increase playability for the soccer community. The two main elements of the project are (1) installation of field lighting for 2 of the 4 existing soccer fields and (2) irrigation, grading and asphalt path upgrades. The soccer community stakeholders determined that field lighting is the priority and should be pursued first to increase playable time on the fields.

The installation of field lighting aligns with the MRC master plan and will include new lighting fixtures, new utility yard with electrical and control panels, and a new electrical service feed to power the lighting and support additional field lighting in the future.

B&D Industries was chosen for this lighting installation project because they offered the lowest price proposal; have experience installing sports field lighting including Musco Lighting products which are specified on this project; and proposed the least invasive approach by boring conduits under the turf instead of open trenching. B&D will coordinate with PNM and manage the new service upgrade. B&D estimates that they will complete the lighting installation in time for the 2022 soccer season which begins in May. PNM has not provided a schedule for the new service, but is aware of the desire to activate the new lighting by May 2022.

Irrigation, grading and path work scope will be redefined to fit within the remaining project budget and will be submitted separately for approvals.

The cost for construction of the new soccer field lighting including tax and 5% contingency is $666,342.43. The project has funding of $1,250,000 consisting of $250,000 legislative appropriation grant 19-D3205, $500,000 City 2018 Senior Lien GRT Bond, and $500,000 Santa Fe County Match per MOU 19-0792.

COMMITTEE REVIEW
Finance Committee: 1/3/2022
Public Works and Utilities Committee: 1/10/2022
Governing Body: 1/12/2022

PROCUREMENT METHOD
New Mexico Statewide Price Agreement (SWPA) #00-00000-21-00095, which expires on July 14, 2022.

CONTRACT NUMBER
The Munis contract number is 3203144

FUNDING SOURCE
Fund Name/Number: MUNRECCMP 530
Munis Org Name/Number: General Fund/5300279
Munis Object Name/Number: MRC Capital Project/572970 WIP Construction

ATTACHMENTS
B&D Industries Contract
Exhibit A: B&D Industries Quote
SWPA Documentation
Contractor's Certificate of Professional Liability Insurance
City of Santa Fe Business License
Procurement Checklist
Summary of Contract
BAR

Item#_____
Munis Contract# 3203144

CITY OF SANTA FE

CONSTRUCTION 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 **B&D Industries**, hereinafter referred to as the Contractor, and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the following work:

Turnkey installation of new soccer field lighting per Morrow Reardon Wilkinson Miller, Ltd. (MRWM) Soccer Sports Field Lighting Plans dated February 4, 2021. Scope of work includes installation of all new lighting fixtures; conduit; utility yards, electrical panels, shutoffs and controls; repair of any disturbed or damaged existing irrigation, turf or other existing conditions; and all PNM coordination and fees on the installation of new service feeds and utility easements to power the new lighting. See the attached quote for work marked "Exhibit A"attached hereto.

B. *Performance Measures.*

Contractor shall substantially perform the following Performance Measures:

1) Complete full installation by April 31, 2022 of new soccer field lighting, PNM coordination on new service feed, and any field remediation per MRWM Soccer Sports Field Lighting Plans dated February 4, 2021, to the satisfaction of the City and MRWM.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed five hundred ninety eight thousand one hundred sixty three dollars and thirty nine cents ($598,163.39), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling thirty six thousand four hundred forty eight dollars and forty five cents ($36,448.45) shall be paid by the City to the Contractor. In the event that unanticipated cost overruns occur, and the field lighting installation exceeds the deliverable amount, the City, at its sole discretion, may agree to pay additional compensation to the contractor in an amount less than or equal to thirty one thousand seven hundred thirty dollars and fifty nine cents ($31,730.59). **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed six hundred sixty six thousand three hundred forty two dollars and forty three cents. ($666,342.43). 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 totalcompensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **December 31, 2023** 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. Construction Contract Performance and Payment Bond.

A. When a construction contract is awarded in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

(1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

(2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the

contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more.

8. Assignment.

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

9. Subcontracting.

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

10. Release.

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

11. Confidentiality.

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

12. Product of Service -- Copyright.

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

13. Conflict of Interest; Governmental Conduct Act.

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered

into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

14. Amendment.

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

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

15. Change Orders.

A. Changes. The Contractor may only make changes or revisions within the Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

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

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:
   (a) the name of the person requesting the change;
   (b) a summary of the required change;
   (c) the start date for the change;
   (d) the reason and necessity for change;
   (e) the elements to be altered; and
   (f) the impact of the change.

2. The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

16. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. Penalties for Violation of Law.

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

18. Equal Opportunity Compliance.

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

19. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

20. Workers Compensation.

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

21. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's

compliance with the provisions of this section as a condition prior to performing services under this Agreement.

22. Other Insurance.

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

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

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

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

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

23. Records and Financial Audit.

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

24. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, 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.

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.

26. Invalid Term or Condition.

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

27. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall 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.

28. 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: Melissa A. McDonald, Parks Division Director, 1142 Siler Road Bldg C, Santa Fe, NM 87505, mamcdonald@santafenm.gov.

To the Contractor: Russell Herring, Director – Construction, 9720 Bell Avenue SE, Albuquerque, NM 87123, russellh@banddindustries.com.

29. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to 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:
B&D Industries, Inc.

_____
NAME & TITLE
Clinton Beall, President

DATE: 12.13.2021
CRS# 01-716872-004

Registration# 224955

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Dec 13 2021 08:04 MST)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR
5300279 572970
Org. Name/Org#

AH
AH

Exhibit A

B&D Industries, Inc.
Whatever it takes.

PRICE PROPOSAL

NEW MEXICO
9720 Bell Ave SE
Albuquerque, NM 87123
Phone: (505) 299-4464
(866) 315-8349
Fax: (505) 298-2114

BRANCH OFFICES

NEW MEXICO
101 DP Rd
Los Alamos, NM 87544
Phone: (505) 661-8336
Fax: (505) 661-8337

5920 N. Lovington Hwy,
Hobbs, NM 88240
Phone: (505) 780-0410

2885 Industrial Rd.
Santa Fe, NM 87505
Phone: (505) 559-2585
Fax: (505) 559-2589

ARIZONA
3001 South 35th
Street #C10
Phoenix, AZ 85034
Phone: (480) 632-4002

NEW YORK
65 Washington Street
Rensselaer, NY 12144
Phone: (518) 400-7412

Re: Santa Fe MRC Soccer Field Lighting
Proposal Number: 03-21-017

Electrical Drawings: E101, E102, E201, E202, E301, E302, LS501 City of Santa Fe MRC Soccer Complex Renovations. 2/04/21
Statewide Price Agreement#: 10-00000-21-00095

Addenda received: NO

Thank you for the opportunity to provide an electrical price for the project mentioned above.

Base Bid Electrical:	**$ 425,776.74**
Bond:	**$ 7,386.65**
Tax:	**$ 36,448.45**
PNM Estimate	**$165,000.00**
Total price:	**$ 634,611.84**

Base Bid Inclusions (quote includes):

1. Bond
2. Survey Area needed from existing PNM PMH switch to new PNM transformer for easement. Per drawing.
3. Erect and install new light poles. Per drawings
4. Providing concrete pad for new gear. Per drawings
5. Install new light fixtures on poles. Per drawings
6. Install new transformer. Per drawings
7. Install new cabinet for lighting. Per drawings
8. Install new panels. Per drawings
9. Install 11"x18" in ground pull boxes. Per drawings
10. Install Light in yard area. Per drawings
11. Run new conduit and wire for lights. Per drawings
12. Install new receptacle for Panel "LA". Per drawings
13. Connect pnm transformer to new panel. Per drawings
14. Ground all new equipment to spec. Per drawings
15. Tie in all appropriate breakers for lights. Per drawings
16. Dig boring pits for directional boring. Per drawings.
17. Directional bore to new in ground boxes. Per drawings.
18. Replace grass where holes and boring work are done. Per drawings.
19. Lay concrete pad. Per drawings.
20. Provide porty-potty and wash station.
21. Standard Hours only.

Exclusions (quote excludes):

1. Line spotting of privately owned underground utilities.

NEW MEXICO
9720 Bell Ave SE
Albuquerque, NM 87123
Phone: (505) 299-4464
(866) 315-8349
Fax: (505) 298-2114

BRANCH OFFICES

NEW MEXICO
101 DP Rd
Los Alamos, NM 87544
Phone: (505) 661-8336
Fax: (505) 661-8337

5920 N. Lovington Hwy,
Hobbs, NM 88240
Phone: (505) 780-0410

2885 Industrial Rd.
Santa Fe, NM 87505
Phone: (505) 559-2585
Fax: (505) 559-2589

ARIZONA
3001 South 35th
Street #C10
Phoenix, AZ 85034
Phone: (480) 632-4002

NEW YORK
65 Washington Street
Rensselaer, NY 12144
Phone: (518) 400-7412

2. Provision and installation of oil field pad mounted transformer (by PNM)
3. Unground primary from switch to transformer (by PNM)
4. Any dirt work from PMH switch to new PNM transformer
5. Non-standard Hours.
6. Temporary site electric facilities.
   Cutting, removal or replacement of architectural surfaces.
7. General site conditions. (Dumpster)
8. Pre-existing code violations.
9. Textura Payment System or any other third-party payment system. Add .25% to contract amount for use of Textura Payment System and .5% for any and all change orders.
10. All items and/or scopes not specifically included above.

If you have any questions or concerns, please feel free to email or call.

Best Regards,
Galen Lopez
Estimator
GLopez@BandDindustires.com
505-299-4464 ext.538 (office)
505273-1844 (mobile)

This cost proposal is valid for 30 days following issuance by B&D Industries, Inc. If the proposal is accepted after 30 days, B&D reserves the right to revise the price in accordance with commodity pricing changes including, but not limited to, copper, conduit and steel materials. If awarded, B&D reserves the right to review all contract documents associated with the project.

NOTICE: *THIS PROPOSAL IS CONTINGENT ON A LACK OF IMPACT BY THE CORONAVIRUS NATIONAL EMERGENCY. Given the existence of the coronavirus pandemic, B&D Industries, Inc. will use its best efforts to staff and supply this project to meet the scheduled completion date. However, B&D Industries, Inc. reserves its right to seek an excusable extension of time if B&D Industries, Inc. or its subcontractors and suppliers are unable to maintain planned crew sizes due to the illness, supply shortages or governmental restraints on business, travel and/or assembly. To the extent that the project is suspended pursuant to the terms of the proposed Subcontract, we intend to seek additional costs associated with the suspension.*

B&DINDU-01 JSNAPP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/29/2021

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 License # 0757776 HUB International Insurance Services (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT NAME: Carrie Butler PHONE (A/C, No, Ext): (505) 262-9412 9412 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: Carrie.Butler@hubinternational.com
INSURED B & D Industries, Inc. 9720 Bell Ave SE Albuquerque, NM 87123	INSURER A : Valley Forge Insurance Company — NAIC # 20508 INSURER B : National Fire Insurance Company of Hartford — 20478 INSURER C : The Continental Insurance Company — 35289 INSURER D : Builders Trust of New Mexico INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	6016149399	11/11/2021	11/11/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	6016149371	11/11/2021	11/11/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	6016149404	11/11/2021	11/11/2022	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	6 16149385	11/11/2021	11/11/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
D	Worker's Compensatio		X	5672	1/1/2022	1/1/2023	Accid/Empl/Pol Limit	2,000,000

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

Umbrella is Form Following over General Liability, Auto Liability and Employers Liability. Additional Insured, Waiver of Subrogation and Primary Non-Contributory apply per attached policy forms.

MRC Soccer Valley Field Lighting

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
200 Lincoln Ave
Santa Fe, NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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CNA

CNA PARAMOUNT

Contractors' General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

TABLE OF CONTENTS

1. Additional Insureds
2. Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance
3. Bodily Injury – Expanded Definition
4. Broad Knowledge of Occurrence/ Notice of Occurrence
5. Broad Named Insured
6. Broadened Liability Coverage For Damage To Your Product And Your Work
7. Contractual Liability - Railroads
8. Electronic Data Liability
9. Estates, Legal Representatives and Spouses
10. Expected Or Intended Injury – Exception for Reasonable Force
11. General Aggregate Limits of Insurance – Per Project
12. In Rem Actions
13. Incidental Health Care Malpractice Coverage
14. Joint Ventures/Partnership/Limited Liability Companies
15. Legal Liability – Damage To Premises / Alienated Premises / Property In The Named Insured's Care, Custody or Control
16. Liquor Liability
17. Medical Payments
18. Non-owned Aircraft Coverage
19. Non-owned Watercraft
20. Personal And Advertising Injury – Discrimination or Humiliation
21. Personal And Advertising Injury - Contractual Liability
22. Property Damage - Elevators
23. Supplementary Payments
24. Unintentional Failure To Disclose Hazards
25. Waiver of Subrogation – Blanket
26. Wrap-Up Extension: OCIP CCIP, or Consolidated (Wrap-Up) Insurance Programs

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1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The

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coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

b. the construction, erection, or removal of elevators; or

c. the ownership, maintenance or use of any elevators covered by this insurance; or

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

a. **Bodily injury**, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

b. **Bodily injury** or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

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a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

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b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership, limited liability company or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:

a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions **k.** and **l.** and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to **your product** arising out of it, or any part of it except when caused by or resulting from:

(1) fire;

(2) smoke;

(3) collapse; or

(4) explosion.

l. Damage to Your Work

Property damage to **your work** arising out of it, or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply:

(1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or

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(2) If the cause of loss to the damaged work arises as a result of:

(a) fire;

(b) smoke;

(c) collapse; or

(d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage** to **your product** and **your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage** to **your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

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A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

C. The following definition is added to **DEFINITIONS**:

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

Property damage means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the $100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for

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claims arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;

2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

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E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

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any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

(1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

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(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs **(a)**, **(b)**, **(c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED**.

D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;

b. the **bodily injury** or **property damage** first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph **c.** above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **j. Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

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j. Damage to Property

Property damage to:

(1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;

(3) Property loaned to the **Named Insured**;

(4) Personal property in the care, custody or control of the **Insured**;

(5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph **(2)** of this exclusion does not apply if the premises are **your work**.

Paragraphs (**3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to **property damage** to:

i. tools, or equipment the **Named Insured** borrows from others, nor

ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs **(3)** and **(4)** does not apply to:

a. property at a job site awaiting or during such property's installation, fabrication, or erection;

b. property that is **mobile equipment** leased by an **Insured**;

c. property that is an **auto**, aircraft or watercraft;

d. property in transit; or

e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

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B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

C. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds $1,000. The Insurer has the right but not the duty to pay any portion of this $1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

D. Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

a. $500,000; or

b. The Damage To Premises Rented To You Limit shown in the Declarations.

E. Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

17. MEDICAL PAYMENTS

A. **LIMITS OF INSURANCE** is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) $15,000 unless a different amount is shown here: $N,NNN,NNN,NNN; or

(2) the amount shown in the Declarations for Medical Expense Limit.

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B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and

3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

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This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision **1. ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES**, **Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

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B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or

2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and

2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury**, **property damage**, or **personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

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2. **Bodily injury** or **property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. **DEFINITIONS** is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and

2. the common areas and structures appurtenant to the structures in paragraph **1.** (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured**:

1. **a.** Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,

   b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.

2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

   The insurance afforded by this provision **A.2.**:

   a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

   b. Does not apply to:

   (1) **Bodily injury** or **property damage** caused by an **accident** that occurred before you acquired or formed the organization; or

   (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.

3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.

4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured,** includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2),** the limit for the cost of bail bonds is changed from $2,000 to $5,000; and
2. In **a.(4),** the limit for the loss of earnings is changed from $250 to $500 a day.

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C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.**:

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

a. $60 per day, in lieu of $20; subject to

b. $1,800 maximum, in lieu of $600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

a. $1,000 maximum, in lieu of $600.

D. Hired "Autos"

The following is added to **Section III. Paragraph A.**:

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

a. Any covered **auto** you lease, hire, rent or borrow without a driver; and

b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.

c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or $75,000, whichever is less, minus a $500 deductible for each covered auto. No deductible applies to **loss** caused by fire or lightning.

d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos**.

e. Such physical damage coverage for hired **autos** will:

(1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

(2) Such coverage as is provided by this provision will be subject to a limit of $750 per **accident**.

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.**:

The accidental discharge of an airbag shall not be considered mechanical breakdown.

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F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories

d. A $100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.**:

Subject to the following, the **diminution in value** exclusion does not apply to:

a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and

b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.

c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.

d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:

(1) $5,000; or

(2) 20% of the **auto's** actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III**:

1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:

a. An **auto** owned by that "executive officer" or a member of that person's household; or

b. An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

(1) Equal to the greatest of those coverages afforded any covered **auto**; and

(2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are **insureds** while using a covered **auto** described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.**:

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(4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**:

(6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.**:

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

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CNA

CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. in the performance of your ongoing operations subject to such **written contract**; or

B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. the **written contract** requires you to provide the additional insured such coverage; and

2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. additional insured coverage with "arising out of" language; or

C. additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

A. coverage broader than required by the **written contract**; or

B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

0002000996016149399967 7

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Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or

2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;

2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and

3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the **bodily injury** or **property damage**; or

2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

   Name of person or organization

   ☒ Blanket Waiver

   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas Operations

3. Premium:

   The premium charge for this endorsement shall be 2% percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Refer to Schedule of Operations

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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Workers' Compensation Excellence Since 1987

BUILDERS TRUST®
OF NEW MEXICO
AFFILIATED WITH NEW MEXICO HOME BUILDERS ASSOCIATION

WAIVER OF SUBROGATION

Insured Name: B & D INDUSTRIES, INC
Insured Policy Number: WC100-0005672-2021A

Builders Trust of New Mexico waives any right of recovery of subrogation against the certificate holder named on this certificate of insurance, but only to the extent that the employers to whom we provide coverage performs work under a written contract with the certificate holder that requires this waiver.

Name of Person	Name of Organization
	Blanket Waiver of Subrogation

Date: 12/14/2020 Countersigned by Randy L. Akin

Agency Number: 35 – 39
Agency Name: HUB International Insurance Services, Inc. (Lujan)

(505) 345-3477 1-800-640-3369 FAX (505) 344-7245
5931 OFFICE BOULEVARD, NE SUITE 3 ALBUQUERQUE, NM 87109 - P.O. BOX 91330
ALBUQUERQUE, NM 87109
www.builderstrust.com

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State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor:
12 Vendors on Page 6

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**:** **10-00000-21-00095**

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

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

Delivery**:** **See Page 6**

Procurement Specialist**:** **Michael Saavedra** MS

Telephone No.**:** **505-372-8489**

Email: **Michael.Saavedra@state.nm.us**

Title**:** **Electrical Services On-Call**

Term**:** **June 15, 2021 thru June 14, 2022**

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
Mark Hayden, New Mexico State Purchasing Agent

Date: 6/15/2021

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.

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 cou-nt will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

New Mexico Employees Health Coverage

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

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

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

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

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

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

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

Statewide Price Agreement

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

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

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

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

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

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

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

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

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

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

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

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

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

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Awarded Vendors:

(AA) 0000097177
APIC Solutions, Inc,
5550 Midway Park Place NE
Albuquerque, NM 87109 **Delivery:** Destination
505-345-1381
800-518-3931
quotes@apicnm.com
sfoster@apicnm.com
orders@apicnm.com
service@apicnm.com

(AB) 0000009253
Allied Electric Inc.
PO Box 28430
Santa Fe, NM 87592-8430 **Delivery:** as requested by owner
505-438-8899
george@alliednm.com
melissa@alliednm.com
office@alliednm.com

(AC) 0000133362
Alpha & Omega Electric, LLC
1301 Alcazar St. NE
Albuquerque, NM 87110 **Delivery:** As Requested
505-554-3313
elizabeth@electrical.team

(AD) 0000046277
B & D Industries, Inc.
9720 Bell Avenue SE
Albuquerque, NM 87123 **Delivery:** F.O.B. Destination
505-299-4464
jwesterfield@banddindustries.com
clinton@banddindustries.com

(AE) 0000049380
Bixby Electric Inc.
521 Wheeler Ave., SE
Albuquerque, NM 87102 **Delivery:** As Requested
505-842-5384
service@bixbyelectric.com
jimmy.sample@bixbyelectric.com

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(AF) 0000049571
Enterprise Electrical Services, Inc.
PO Box 53248
Albuquerque, NM 87153 **Delivery:** F.O.B. Destination
505-275-9369 x 13
cgutierrez@entelcomm.com

(AG) 0000049954
Great Western Electrical Inc.
3310 Girard Blvd NE
Albuquerque, NM 87107 **Delivery:** 3310 Girard Blvd NE, Albuq, NM 87107
505-881-6525
sburson7@nmgwe.com

(AH) 0000052470
HEI, Inc.
PO Box 31310
Albuquerque, NM 87190 **Delivery:** F.O.B. Destination
505-880-1819
whumbard@heinm.com

(AI) 0000046795
Lynco Electric Company Inc.
1520 West Amador
Las Cruces, NM 88005 **Delivery:** As indicated on bid form
575-523-9066
lyncoelecnathan@comcast.net

(AJ) 0000047584
McDade-Woodcock, Inc.
2404 Claremont Ave. NE
Albuquerque, NM 87107 **Delivery:** As Requested
505-884-0155
randyd@mwieic.com

(AK) 0000142264
Red Seven Electric, LLC
50 Manzano Rd
Los Lunas, NM 87031 **Delivery:** As requested by NM State Purchasing Agent
505-859-5414
mmedina@redsevenelectric.com

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Specifications:

The State of New Mexico, General Services Department (GSD) wishes to establish a price agreement contract for Miscellaneous Electrical services and work related to these systems. This price agreement may be utilized by all state agencies, local public bodies and municipalities.

Procurement will be based on a vendor supplying pricing through an established cost schedule. The price agreement will contain the contractor's commitment to offer services on a zone basis and willingness to respond to contract vendor requests when such requests are originated by authorized procuring agencies. Determination for the award shall be based upon the lowest total cost of all the bid items according to the formula listed within the "Cost Proposal" section. The In-state Preference and Veteran's Preference bidding advantage will be applied if applicable. Each bidder MUST enter a price for the requested items #1-4, 13, and 14 in the zone or their bid will be deemed unresponsive. This procurement may result in a multi-source award. A current Public Works Registration number must be provided or the bid will be deemed unresponsive.

Under the terms and conditions of this Price Agreement all State of New Mexico agencies 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.

Term:
The term of this agreement shall be for one (1) year from date of award with the option to extend for a period (s) of two (2) additional years, on a year-by-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Director at the same price, terms and conditions. This agreement shall not exceed three (3) years. Per NMSA 1978 Section 13-1-154.1, the cap of four million dollars ($4,000,000) is effective for every Project. The cap of twelve million five hundred thousand dollars ($12,500,000) is effective for each Contractor's contract Price Agreement.

Escalation / Reduction Clause:
Contractor shall keep pricing fixed for each year of this Agreement. Thereafter, in the event of a Department of Workforce Solutions wage rate decision increase or a Union required increase, an escalation request will be reviewed by NM State Purchasing Division on an individual basis. SPD and the Contractor may adjust pricing no more than once annually through an amendment to the Agreement at the time of Agreement renewal. Contractor shall submit all pricing increase requests to SPD directly or through the agency contact in writing and provide substantiating evidence that each request is based on demonstrable market changes impacting the cost of products. The request must show all proposed increases by line item and include supporting documentation acceptable to SPD (such as a letter from a manufacturer indicating price increases, etc.) SPD's decision on what is acceptable in this context is final and shall be accepted by all parties to the Agreement. ***Requested price increases that exceed 10% will not be accepted. No*** price increase may result in a higher profit margin for the Contractor than at the beginning of the initial term of this Agreement. Pricing changes will apply to Agreements and amendments to Agreements entered on and after the effective date of the price change. Price decreases as well as increases shall apply in the same manner. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions, immediately. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor. To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Agreement Item Number

DocuSign Envelope ID: 4D14CC8B-4E74-48AA-81E4-442C24141104

2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase including reason for increase.
6. Department of Workforce Solutions Wage Rate documentation of old and new rate schedules.

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 contract will be cancelled immediately.

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 property caused by or resulting from the contractor's, and/or its employees, own negligent act(s) or omissions while the contractor, and/or its employees, perform(s) 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 (41-4-1, et seq., N.M.S.A. 1978 comp), section 57-7-1 N.M.S.A. 1978 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 the agreement to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damages to property(ies) and/or any other claim(s) whatsoever, pursuant to the provisions of this agreement.

The contractor shall provide public liability insurance for the minimum amount of $300,000 for damage to or destruction of property arising out of each occurrence; the amount of $300,000 to any person for any number of claims arising out of each occurrence for all damages other than property damage as permitted under the New Mexico tort claims act; and the amount of $1,00,000 for all claims arising out of each occurrence.

Builder's Risk Insurance:
Before commencing the Work for a project under this Price Agreement, the Contractor shall secure and maintain a Builder's Risk Policy upon the entire project for the full cost of replacement at the time of loss. This insurance shall also name the Owner, Contractor, and Subcontractors of all tiers, as named insureds. The Owner and Contractor shall be named as loss payee(s).

This insurance shall be written as a Builder's Risk Policy or equivalent form to cover all risks of physical loss to property except those specifically excluded by the policy. The policy, at a minimum unless otherwise agreed to in writing, shall insure against the perils of:

a. fire, lightning, explosion, windstorm, hail, smoke, water from any source, aircraft (except aircraft, including helicopters, operated by or on behalf of the Contractor), vehicles, riot and civil commotion, terrorism, theft, vandalism, malicious mischief, earthquake, collapse, defective design, defective workmanship, defective materials and earth movement including mudslide.

DocuSign Envelope ID: 4D14CC8B-4E74-48AA-81E4-442C24141104

b. This insurance shall also include, at a minimum, additional coverages for:

c. damage to land excavation, footings, and/or temporary structures;

d. property in transit or in temporary storage;

e. engineering, testing, applicable design and related soft costs;

f. loss of use, delays in occupancy resulting from a covered cause of loss;

g. fencing and signage;

h. demolition and debris removal including pollutants;

i. fire department service charges and refill of fire protection devices.

The Contractor shall be solely responsible for any deductible amounts or coinsurance penalties.

This policy shall provide for a waiver of subrogation in favor of the Owner, Contractor, and Subcontractors of all tiers. This insurance shall remain in effect until the project is accepted by the Owner, or occupied in whole or in part. Partial occupancy or use of the work shall not commence until the Owner has secured the consent of the insurance company or companies providing the coverage required in this subsection. Should any partial occupancy or use of the work occur prior to the foregoing consent being obtained, such partial occupancy or use does not create an automatic right of cancellation of the coverage required in this subsection.

The Builder's Risk Policy shall be provided by an insurance company with an A.M. Best rating of A VI, or better, acceptable to the Owner, and authorized to conduct business in the State of New Mexico.

Before commencing a project, the contractor shall provide a copy of the Builder's Risk Policy or coverage binder with endorsements obtained in compliance with this subsection.

If the Contractor does not maintain Builder's Risk insurance as required by this Price Agreement, including all the endorsements, coverages, and deductibles described herein, the Contractor shall give written notice to the Owner before commencing the Work or immediately upon notice by the insurance company. The Owner may elect to provide insurance options to the Contractor or secure insurance to protect its interests, including the coverage of deductibles in consultation with the Contractor. The cost difference, if any, of the force-placed insurance shall be the sole responsibility of the Contractor and will not be considered a change order to the Price Agreement. In any event, no work shall commence pursuant to the Price Agreement until a Builder's Risk Policy is in place to the satisfaction and protection of the Owner.

The coverages afforded to the Owner by the State of New Mexico General Services Department/Risk Management Division (GSD/RMD) under their Certificate of Coverage including property in course of construction shall be excess over the Builder's Risk policy secured by the Contractor. The State's Certificate of Coverage will not indemnify any private sector contractor, entity, business, person, or organization.

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 if applicable.

DocuSign Envelope ID: 4D14CC8B-4E74-48AA-81E4-442C24141104

A wage rate decision is required by the public works minimum wage act for construction, demolition or renovation purposes on projects costing $60,000 or more and funded in part by state or local funding. When a specific project is anticipated that will exceed $60,000, the agency will make a written request to Department of Workforce Solutions for a Wage Rate Determination decision at least three (3) weeks before they solicit quotes from the contractor. The contractor must agree to comply with that current wage decision for the project. The subcontractors, if applicable, will also be subject to the Wage Decision.

For the purposes of bidding the 'wage decision project' wage rate items, use the current effective DWS Wage Rates as the guideline since increases in wage rates will be handled under the escalation clause.

Performance, Payment and Material Bonding:
A 100% performance bond and a 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 $25,000.00. Said bonds must be provided to the requesting agency and are to be filed with the agency's purchasing office. Failure to comply shall result in order being issued to another vendor and difference being charged back to the awarded contractor(s). Bond cost shall be billed as an actual cost with no markup. A copy of the bond is required to be sent to the Agency.

Firm Lump Sum Fixed Price:
Do not include New Mexico gross receipts tax in your pricing on this invitation to bid.

Price shall include New Mexico gross receipts tax or local option tax (es) on a separate line of the pay application/invoice. Such tax or taxes shall be added to its purchase order at the current tax rate at the project's location. The total project contract amount represents the total compensation to be paid by the state for goods and/or services provided and referred to hereafter as the firm lump sum fixed price. It is understood that the party providing said goods and/or services in such lump sum fashion to the state is responsible for payment of all its costs necessary to complete the work including but not limited to labor, equipment, tools, materials, subcontractors, professional services fee for drawings and specifications if not provided, taxes, licenses, fee, permits, bonds if required, profit and overhead and insurance. The prices quoted herein represent the total compensation to be paid by the State for goods and/or services provided.

A single Project will be limited to total costs not to exceed $1,000,000 including NM Gross receipts tax. The Agency shall not separate work and issue separate Purchase Orders whose combined totals exceed the Project limits threshold in order to utilize this Price Agreement. By awarding the Price Agreement, the Agency makes no promise of work to be generated. The volume and location of work will vary by need and funding on a yearly basis.

General:
All work shall be performed in accordance with the New Mexico building codes and electrical industry standards.

The awarded contractor shall be responsible for all permits associated with this work as required by the State of New Mexico, Construction Industries Division. The Construction Industries Division will issue permits for work performed at state owned buildings. Permit costs shall be billed as an actual cost with no markup.

The contractor will be contacted on an as needed basis to perform work associated with this contract in the zones specified. The user agency may solicit quotes from more than one vendor listed in this price agreement.

DocuSign Envelope ID: 4D14CC8B-4E74-48AA-81E4-442C24141104

The contractor may lower his rates on any of the bid items in order to submit a more competitive quote. The user agency may issue a purchase order to the contractor with the lowest quote that meets all of the requirements of the scope of work. The user agency reserves the right to accept offers from contractors that desire to submit quotes which better meet the hours and identified costs in order to obtain a fair and reasonable price based on the level of effort and mix of labor proposed to perform the specific project in the zone originally bid. Upon agreement of the cost by the contractor and the user agency, a firm lump sum fixed price purchase order will be executed.

Failure to respond to the state's requests without reasonable cause shall be grounds for termination of this contract.

The contractor and the subcontractors' employees agree to cooperate with and to abide by the rules and requirements of the requesting state agency to not interfere with the daily operations of the agency or to jeopardize the health, safety or welfare of the user agency's employees or general public conducting business with the state.

The using agency reserves the right to purchase materials directly from existing statewide price agreement sources, and to provide these materials to the contractor.

Travel:
Contractors will be allowed to quote anticipated travel mileage one way trip from vendor's place of business to jobsite in excess of fifty (50) miles. The rate used for travel cost will be the current rate allowed by the Federal Government. Mileage will be based by mapquest.com. No per diem will be allowed. The travel mileage will be calculated by finding the exact one way trip mileage on mapquest, subtracting 50 miles and multiplying that mileage times the Federal Government rate times the number of days to be at the site.

Debarred or Suspended Contractors:
A business (Contractor, Subcontractor, or Supplier) that has either been debarred or suspended pursuant to the requirements of Sections 13-1-177 through 13-1-180, and 13-4-11 through 13-4-17, NMSA 1978, shall not be permitted to do business with the State and shall not be considered for award of contract during the period for which it is debarred or suspended.

Bribes, Gratuities and Kickbacks:
It is illegal in the State of New Mexico for any public employee to solicit or accept anything of value in connection with award of contract for this Bid and for any person to offer or pay anything of value to any such public employee (30-24-1 and 30-24-2, NMSA 1978).

Pursuant to Section 13-1-191, NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including Sections 30-24-1 through 30-24-3, NMSA 1978, and 30-41-1 through 30-41-3, NMSA 1978), which prohibit bribes, kickbacks, and gratuities, violations of which constitutes a felony. Further, the Procurement Code (Sections 13-1-28 through 13-1-199, NMSA 1978) imposes civil and criminal penalties for its violation.

Assignment of Antitrust Claims:
The Contractor agrees that any and all claims that the Contractor may have or that may inure to the Contractor for overcharges resulting from antitrust violations as to goods, services, and materials purchased in connection with this Bid are hereby assigned to the State of New Mexico, but only to the extent that such overcharges are passed on to the State. The Contractor further agrees to require each of its Suppliers,

DocuSign Envelope ID: 4D14CC8B-4E74-48AA-81E4-442C24141104

Subcontractors, and Sub subcontractors to assign any and all such claims for overcharges to the State by executing an assignment on the form provided by the Owner for such purpose. The executed form (see Section 00600-7) shall be submitted prior to the commencement of the Work or the supplying of any materials by the Supplier, Subcontractor, or Sub subcontractor. The submission of this executed form may be waived by the Owner upon a showing of a good-faith effort by the Contractor to obtain agreement in writing from his Supplier, Subcontractor, or Sub subcontractor. Waiver by the Owner may not unreasonably be denied.

It is agreed that the Contractor retains all rights to any such antitrust claims to the extent of any overcharges not passed on to the State, including the right to any treble damages attributable thereto.

Subcontractors:
Subcontractors are allowed for work on this contract only with written prior approval by the agency contracting for the work. Subcontractors' activities must be defined and the cost of their work broken out on a separate line(s) on the quote. The subcontractor's quote must follow the price agreement item breakdown and have materials itemized. If a subcontractor's quote is included in the accepted primary contractor's quote then subcontractor approval is implied. If a contractor desires to change the subcontractor after contract award, written approval must be obtained from user agency.

The Primary contractor will be wholly responsible for the entire performance of the subcontractor and must adequately supervise the work of the subcontractor in order to ensure that the quality of their work meets the State's standards. Subcontractors are subject to the same applicable licensing and insurance coverage as the primary contractor. Subcontractors who have been suspended or debarred from doing state or federal work may not be used by the Primary Contractor.

The awarded vendor may NOT add a markup for subcontracted work.

Scope of Work:

The contractor for this work shall provide all materials, labor, tools and equipment, and pay for any permits and fees necessary to perform the work. All work shall be in strict compliance with the national and state electrical code.

The owner shall provide, at a minimum, a detailed scope of work and/or drawings, generally defining the electrical work required for the project.

This contractor shall be capable of providing all new or upgrades to the existing electrical service and systems, diagnostic services, perform trouble shooting services for the owner and to prepare proposals for all costs and services needed to perform the work required, in compliance with the national and state electrical codes.

The work shall include the repair, replacement or extension of electrical systems within, attached to or servicing buildings or sites above ground or underground. The work shall include, but not be limited to: installation of new power and lighting circuits; new power services; new electrical devices, equipment and lighting fixtures; and any other related electrical work. Work shall also include the removal and disposal of existing power circuits, lighting fixtures and equipment; and the termination of associated circuits and

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services. Any related work required to accomplish the requested electrical work is included. Low voltage work could be included.

All work shall be performed in a neat and workmanlike manner, while maintaining the work area(s) in a clean condition. All work shall be installed in strict compliance with industry standards, by workers trained and certified to perform the work. All materials shall be new and of the highest quality available for the type of work being performed.

The contractor shall provide all protective coverings necessary to protect existing finishes and improvements which are in the area where the new work will occur.

The contractor shall restore any damage to existing finishes. Restoration work shall be inconspicuous with existing finishes.

The contractor shall provide all clean-up for its operations. All hazardous and non-hazardous construction debris shall be removed from the work areas and disposed of at an approved waste disposal site. The owner's trash container for the building shall not be used for disposal of construction debris.

Labor:
Personnel working on the project and providing these services shall be experienced in all areas related to this work and required by this contract. Journeymen level personnel shall have the ability and necessary skills to diagnosis problems and to make the appropriate decisions needed to provide these services.

Work is to be warrantied against defects in materials and workmanship for a period of one year from the date of completion and acceptance by the owner or using agency.

Hourly rates are requested for the three levels of personnel as follows.

Journeyman: a person licensed by the State of New Mexico as a journeyman in the specialized field of work required and being performed on this project.

Apprentice: a person with substantial experience in this field of work, but not yet licensed as a journeyman.

Laborer: a person with minimal experience, performing simple tasks as clean-up and other minor forms of labor.

Other Direct Labor: Hourly rates for other direct personnel that may be anticipated during the course of this contract should be added under other labor categories listed in the bid documents.

Materials, Subcontracts and Other Associated Costs:
Materials, subcontracts and other associated costs necessary to perform the work stipulated in the scope of work shall beitemized with pricing. After acceptance of the costs identified in this section by the Agency, those costs shall be treated as provided in the section on Firm Lump Sum Fixed Price. If there is to be a discount on the retail materials, the quote must show the discount.

All material specified in the quote regardless of whether incorporated in the work shall be deemed included as paid for by the Owner or Agency. As such, any unused materials shall be turned over to the owner or agency for whom 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.

DocuSign Envelope ID: 4D14CC8B-4E74-48AA-81E4-442C24141104

Awarded vendors may NOT add a markup for materials, subcontractors, equipment rental or any associated costs. Profit and overhead markups are not allowed.

Equipment Rental:
If special equipment is required to perform the work required, the Contractor may quote the cost of said equipment.

Quote Request:
When a service is needed, the using agency shall provide, at a minimum, a detailed scope of work and/or drawings defining work required.

The contractor shall visit the site and compare the owner'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 at no cost to the State, to include the work to be performed as well as the number of days required for the completion of the project and submit it to the using agency or local public body.

Change Orders:
Change Orders are lump sum amounts which are added to the Purchase Order as a line item or put into a new Purchase Order. They are to be used for unforeseen conditions or Agency identified but unestimated work. When they are quantified and identified, the resultant cost must be submitted to the Agency with subcontractor quotes. No extra work can be started until the Change Order is approved in writing and the Purchase Order is approved.

Written justification shall accompany the request. The justification shall include the reason, the scope, the history of the issue, the place of the work and any other relevant details.

Work Commencement:
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 vendor's quote. The contractor is required to submit a work schedule which will indicate the approximate completion date of the project. It should be updated with any changes as the work proceeds. 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 owner and the contractor. If submittals or shop drawings are required, then they must be approved before the relevant work is started.

The Contractor shall supervise and direct the work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the project. The contractor shall be responsible to the user agency for the acts and omissions of his employees and, if prior approved, Subcontractors and their agents and employees and other persons performing any of the work under a contract with the Contractor.

Where work is to be conducted in a state 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

DocuSign Envelope ID: 4D14CC8B-4E74-48AA-81E4-442C24141104

contractor, access to the facility should the employee be in violation of any criteria required for the security clearance.

The user agency or local public body 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 user agency feel it is in its best interest to provide these extraordinary security services.

The user agency or local public body 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 well-being of the facility. Inappropriate behavior by the contractor, its employees or subcontractors shall immediately cancel this contract. Any employee of the contractor found in violation of any law, while on the user agency's property, will be prosecuted.

The user agency or local public body may order the Contractor to stop the work or a portion of it if the contractor fails to correct defective work or persistently fails to carry out the work. The user agency would do so in writing with justifications with the knowledge that if the 'stop work' was not sufficiently justified, the contractor may be owed for demobilizing and remobilizing.

Review of Project Documents:
The contractor shall carefully study and compare the project documents and shall report at once to the user agency any error, inconsistency or omission he may discover. If this occurs during the work, the contractor shall not continue the related work until the issue is resolved.

Testing:
Any testing required by the project documents and any retesting required as a result of the failure of the first or subsequent tests, including but not limited to testing for job mix formulae and design mixes, shall be performed by a testing laboratory under the direct supervision of a Registered Professional Engineer licensed to practice in the State of New Mexico and shall be paid for by the contractor. The user agency or local public bod reserves the right to hire a third party testing company to observe or complete additional tests as the user agency or local public body deems necessary.

Safety:
The Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. This includes precautions to prevent damage, injury or loss to: 1) all employees on the work and all other persons who may be affected thereby, 2) all the work an all materials and equipment to be incorporated therein, whether in storage on or off site, under the care, custody or control of the Contractor or any of his Subcontractors or sub-Subcontractors, 3) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The contactor shall erect and maintain, as required by existing conditions and progress of work all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying agencies and users of adjacent utilities. All OSHA regulations shall be followed as well as any other Codes which pertain to safety procedures.

DocuSign Envelope ID: 4D14CC8B-4E74-48AA-81E4-442C24141104

Payments:
Contractor shall submit invoices or pay requests at regular intervals but not less than once a month. Pay requests will be based on Lump Sum Fixed Price and percent of project completion. If there are anticipated to be more than several pay applications for the project, then a schedule of values must be submitted and approved after the Notice to Proceed is issued.

Close-out Documents:
Substantial completion will occur when the contractor considers the work to be substantially complete and the agency concurs. Substantial completion means that the user agency can occupy or utilize the work/area. The contractor is responsible for creating a list of items still to be completed or corrected. The user agency must approve the list. When the work is finally complete and inspected and accepted by the user agency, the final pay application may be submitted along with any required close-out documents. Such documents might include the certificate of occupancy, the permit signed off by CID, Lien releases, Consent of Surety, as-built drawings, warranty certificates, maintenance & Operations manuals, and verification of user training.

Warranties:
The Contractor warrants to the user agency that all work and all materials and equipment furnished under this price agreement will be of good quality, free from defects and faults and in conformance with the Project documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the user agency, the contractor shall furnish satisfactory evidence as the kind and quality of the materials and equipment. Unless otherwise specified, the contractor's workmanship, materials and equipment will be warranted for a period of one year beginning at the agreed upon date of substantial completion.

State Purchasing Zones:
Purchasing zones will be used to determine area covered by each awarded contractor and their pricing. Purchasing zones may be found below. Bidders are not required to bid on all purchasing zones but are encouraged to bid only for the areas where they can guarantee to provide cost effective service under this price agreement.

PURCHASING ZONES BY COUNTY:
Zone 1: San Juan, McKinley
Zone 2: Santa Fe, Los Alamos, Rio Arriba, Taos, San Miguel, Mora, Colfax, Union, Harding
Zone 3: Bernallilo, Sandoval, Valencia, Cibola, Catron, Socorro, Torrance, Guadalupe, Roosevelt, De Baca, Quay, Curry
Zone 4: Dona Ana, Sierra, Grant, Luna, Hildago, Otero, Lincoln
Zone 5: Chavez, Eddy, Lea

CONTRACTOR REQUIRED INFORMATION:
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 the appropriate valid contractor's license issued by the Construction Industries Division to bid and to perform the type of work to be undertaken, as set forth in § 60-13-12, NMSA 1978.

New Mexico Public Works Registration No: _____

Contractor's New Mexico License No.: _____.

DocuSign Envelope ID: 4D14CC8B-4E74-48AA-81E4-442C24141104

Contractor Classification No.: _____.

State Tax ID No.: _____

Federal Taxpayer ID No.: _____

NM RESIDENTPREFERENCE:

In-state resident contractors or businesses must attach a copy of their current valid certificate **issued from the State Taxation and Revenue Department** in order for the five percent (5%) bidding advantage to be applied.

NM RESIDENT VETERAN'S PREFERENCE:
NM Resident Veteran businesses must attach a copy of their current valid certificate **issued from the State Taxation and Revenue Department** in order for the ten percent (10%) bidding advantage to be applied.

COST PROPOSAL:
Bids for services are requested on a statewide basis and separate awards for each or combinations of zones may be utilized. Bidders are encouraged to bid only in areas where the bidder may adequately service this price agreement. The intent of this contract is to award the price agreement to companies who may best be able to perform the work in an effective, efficient manner.

If the contractor is bidding on multiple zones, contractor is to indicate price per zone where the work would be performed. See the attached five zone map to determine the zones in which to bid.

Zones to be serviced: _____ 1, _____ 2, _____ 3, _____ 4, _____ 5.
Contractors bidding in zones 1 and 2 must have a physical office in Albuquerque, Santa Fe or within ninety (90) miles of either of those cities

Regular Working Hours and After Hours Defined:
Regular Working Hours are defined as Monday through Friday 8 am through 5 pm local time.
After hours are defined as hours outside of Regular Working Hours.

DocuSign Envelope ID: 4D14CC8B-4E74-48AA-81E4-442C24141104

Items:

Item	Approx. Qty.	Unit	Description
1	1	Hour	Certified, Licensed Journeyman, Regular Hours Worked, Non Wage Decision Project

		Unit Price				
		Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
Vendor:	(AA)	**$85.00**	**$85.00**	**$85.00**	**$85.00**	**$85.00**
	(AB)	**$75.00**	**$75.00**	**$75.00**	**$75.00**	**$75.00**
	(AC)	**$70.00**	**$70.00**	**$70.00**	**$70.00**	**$70.00**
	(AD)	**$80.00**	**$75.00**	**$65.00**	**$75.00**	**$80.00**
	(AE)	**$85.00**	**$85.00**	**$85.00**	**$85.00**	**$85.00**
	(AF)	**$67.58**	**$67.58**	**$67.58**	**$67.58**	**$67.58**
	(AG)	**$80.00**	**$80.00**	**$75.00**	**$85.00**	**$85.00**
	(AH)	**$70.00**	**$70.00**	**$70.00**	**$70.00**	**$70.00**
	(AI)	**No Bid**	**No Bid**	**No Bid**	**$63.75**	**No Bid**
	(AJ)	**$104.23**	**$104.30**	**$104.23**	**$110.72**	**$110.72**
	(AK)	**$60.00**	**$60.00**	**$60.00**	**$60.00**	**$60.00**
	(AL)	**$62.00**	**$60.00**	**$58.00**	**$72.00**	**$75.00**

Item	Approx. Qty.	Unit	Description
2	1	Hour	Certified, Licensed Journeyman, Regular Hours Worked, Wage Decision Project

		Unit Price				
		Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
Vendor:	(AA)	**$95.00**	**$95.00**	**$95.00**	**$95.00**	**$95.00**
	(AB)	**$90.00**	**$90.00**	**$90.00**	**$90.00**	**$90.00**
	(AC)	**$76.00**	**$76.00**	**$76.00**	**$76.00**	**$76.00**
	(AD)	**$80.00**	**$75.00**	**$65.00**	**$75.00**	**$80.00**
	(AE)	**$105.00**	**$105.00**	**$105.00**	**$105.00**	**$105.00**
	(AF)	**$67.58**	**$67.58**	**$67.58**	**$67.58**	**$67.58**
	(AG)	**$80.00**	**$80.00**	**$75.00**	**$85.00**	**$85.00**
	(AH)	**$80.00**	**$80.00**	**$80.00**	**$80.00**	**$80.00**
	(AI)	**No Bid**	**No Bid**	**No Bid**	**$75.10**	**No Bid**
	(AJ)	**$104.23**	**$104.23**	**$104.23**	**$110.72**	**$110.72**
	(AK)	**$68.00**	**$68.00**	**$68.00**	**$68.00**	**$68.00**
	(AL)	**$68.00**	**$66.00**	**$65.00**	**$78.00**	**$81.00**

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Item	Approx. Qty.	Unit	Description
3	1	Hour	Certified, Licensed Journeyman, After Hours Worked, Non Wage Decision Project

		Unit Price				
		Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
Vendor:	(AA)	**$85.00**	**$85.00**	**$85.00**	**$85.00**	**$85.00**
	(AB)	**$90.00**	**$90.00**	**$90.00**	**$90.00**	**$90.00**
	(AC)	**$85.00**	**$85.00**	**$85.00**	**$85.00**	**$85.00**
	(AD)	**$120.00**	**$112.50**	**$97.50**	**$112.50**	**$120.00**
	(AE)	**$115.00**	**$115.00**	**$115.00**	**$115.00**	**$115.00**
	(AF)	**$67.58**	**$67.58**	**$67.58**	**$67.58**	**$67.58**
	(AG)	**$105.00**	**$105.00**	**$100.00**	**$110.00**	**$110.00**
	(AH)	**$70.00**	**$70.00**	**$70.00**	**$70.00**	**$70.00**
	(AI)	**No Bid**	**No Bid**	**No Bid**	**$84.68**	**No Bid**
	(AJ)	**$139.75**	**$139.75**	**$139.75**	**$149.25**	**$149.25**
	(AK)	**$70.00**	**$70.00**	**$70.00**	**$70.00**	**$70.00**
	(AL)	**$93.00**	**$90.00**	**$87.00**	**$108.00**	**$113.00**

Item	Approx. Qty.	Unit	Description
4	1	Hour	Certified, Licensed Journeyman, After Hours Worked, Wage Decision Project

		Unit Price				
		Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
Vendor:	(AA)	**$95.00**	**$95.00**	**$95.00**	**$95.00**	**$95.00**
	(AB)	**$105.00**	**$105.00**	**$105.00**	**$105.00**	**$105.00**
	(AC)	**$92.00**	**$92.00**	**$92.00**	**$92.00**	**$92.00**
	(AD)	**$120.00**	**$112.50**	**$97.50**	**$112.50**	**$120.00**
	(AE)	**$155.00**	**$155.00**	**$155.00**	**$155.00**	**$155.00**
	(AF)	**$67.58**	**$67.58**	**$67.58**	**$67.58**	**$67.58**
	(AG)	**$105.00**	**$105.00**	**$100.00**	**$110.00**	**$110.00**
	(AH)	**$80.00**	**$80.00**	**$80.00**	**$80.00**	**$80.00**
	(AI)	**No Bid**	**No Bid**	**No Bid**	**$97.25**	**No Bid**
	(AJ)	**$139.75**	**$139.75**	**$139.75**	**$149.25**	**$149.25**
	(AK)	**$95.00**	**$95.00**	**$95.00**	**$95.00**	**$95.00**
	(AL)	**$102.00**	**$99.00**	**$98.00**	**$117.00**	**$122.00**

DocuSign Envelope ID: 4D14CC8B-4E74-48AA-81E4-442C24141104

Item	Approx. Qty.	Unit	Description
5	1	Hour	Experienced Apprentice, Regular Hours Worked, Non Wage Decision Project

		Unit Price				
		Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
Vendor:	(AA)	**$40.00**	**$40.00**	**$40.00**	**$40.00**	**$40.00**
	(AB)	**$40.00**	**$40.00**	**$40.00**	**$40.00**	**$40.00**
	(AC)	**$55.00**	**$55.00**	**$55.00**	**$55.00**	**$55.00**
	(AD)	**$65.00**	**$60.00**	**$50.00**	**$60.00**	**$65.00**
	(AE)	**$45.00**	**$45.00**	**$45.00**	**$45.00**	**$45.00**
	(AF)	**$44.18**	**$44.18**	**$44.18**	**$44.18**	**$44.18**
	(AG)	**$65.00**	**$65.00**	**$60.00**	**$70.00**	**$70.00**
	(AH)	**$65.00**	**$65.00**	**$65.00**	**$65.00**	**$65.00**
	(AI)	**No Bid**	**No Bid**	**No Bid**	**$56.00**	**No Bid**
	(AJ)	**$50.49**	**$50.49**	**$50.49**	**$56.98**	**$56.98**
	(AK)	**$35.00**	**$35.00**	**$35.00**	**$35.00**	**$35.00**
	(AL)	**$43.00**	**$41.00**	**$40.00**	**$52.00**	**$55.00**

Item	Approx. Qty.	Unit	Description
6	1	Hour	Experienced Apprentice, Regular Hours Worked, Wage Decision Project

		Unit Price				
		Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
Vendor:	(AA)	**$50.00**	**$50.00**	**$50.00**	**$50.00**	**$50.00**
	(AB)	**$50.00**	**$50.00**	**$50.00**	**$50.00**	**$50.00**
	(AC)	**$65.00**	**$65.00**	**$65.00**	**$65.00**	**$65.00**
	(AD)	**$65.00**	**$60.00**	**$50.00**	**$60.00**	**$65.00**
	(AE)	**$62.00**	**$62.00**	**$62.00**	**$62.00**	**$62.00**
	(AF)	**$44.18**	**$44.18**	**$44.18**	**$44.18**	**$44.18**
	(AG)	**$65.00**	**$65.00**	**$60.00**	**$70.00**	**$70.00**
	(AH)	**$70.00**	**$70.00**	**$70.00**	**$70.00**	**$70.00**
	(AI)	**No Bid**	**No Bid**	**No Bid**	**$63.75**	**No Bid**
	(AJ)	**$50.49**	**$50.49**	**$50.49**	**$56.98**	**$56.98**
	(AK)	**$40.00**	**$40.00**	**$40.00**	**$40.00**	**$40.00**
	(AL)	**$47.00**	**$45.00**	**$43.00**	**$55.00**	**$58.00**

DocuSign Envelope ID: 4D14CC8B-4E74-48AA-81E4-442C24141104

Item	Approx. Qty.	Unit	Description
7	1	Hour	Experienced Apprentice, After Hours Worked, Non Wage Decision Project

		Unit Price				
		Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
Vendor:	(AA)	**$40.00**	**$40.00**	**$40.00**	**$40.00**	**$40.00**
	(AB)	**$50.00**	**$50.00**	**$50.00**	**$50.00**	**$50.00**
	(AC)	**$70.00**	**$70.00**	**$70.00**	**$70.00**	**$70.00**
	(AD)	**$97.50**	**$90.00**	**$75.00**	**$90.00**	**$97.50**
	(AE)	**$56.00**	**$56.00**	**$56.00**	**$56.00**	**$56.00**
	(AF)	**$44.18**	**$44.18**	**$44.18**	**$44.18**	**$44.18**
	(AG)	**$85.00**	**$85.00**	**$80.00**	**$90.00**	**$90.00**
	(AH)	**$65.00**	**$65.00**	**$65.00**	**$65.00**	**$65.00**
	(AI)	**No Bid**	**No Bid**	**No Bid**	**$78.37**	**No Bid**
	(AJ)	**$70.98**	**$70.98**	**$70.98**	**$80.48**	**$80.48**
	(AK)	**$48.00**	**$48.00**	**$48.00**	**$48.00**	**$48.00**
	(AL)	**$65.00**	**$62.00**	**$60.00**	**$78.00**	**$83.00**

Item	Approx. Qty.	Unit	Description
8	1	Hour	Experienced Apprentice, After Hours Worked, Wage Decision Project

		Unit Price				
		Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
Vendor:	(AA)	**$50.00**	**$50.00**	**$50.00**	**$50.00**	**$50.00**
	(AB)	**$60.00**	**$60.00**	**$60.00**	**$60.00**	**$60.00**
	(AC)	**$75.00**	**$75.00**	**$75.00**	**$75.00**	**$75.00**
	(AD)	**$97.50**	**$90.00**	**$75.00**	**$90.00**	**$97.50**
	(AE)	**$105.00**	**$105.00**	**$105.00**	**$105.00**	**$105.00**
	(AF)	**$44.18**	**$44.18**	**$44.18**	**$44.18**	**$44.18**
	(AG)	**$85.00**	**$85.00**	**$80.00**	**$90.00**	**$90.00**
	(AH)	**$70.00**	**$70.00**	**$70.00**	**$70.00**	**$70.00**
	(AI)	**No Bid**	**No Bid**	**No Bid**	**$80.25**	**No Bid**
	(AJ)	**$70.98**	**$70.98**	**$70.98**	**$80.48**	**$80.48**
	(AK)	**$50.00**	**$50.00**	**$50.00**	**$50.00**	**$50.00**
	(AL)	**$71.00**	**$68.00**	**$65.00**	**$83.00**	**$87.00**

DocuSign Envelope ID: 4D14CC8B-4E74-48AA-81E4-442C24141104

Item	Approx. Qty.	Unit	Description
9	1	Hour	Laborer, Regular Hours Worked, Non Wage Decision Project

		Unit Price				
		Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
Vendor:	(AA)	**$25.00**	**$25.00**	**$25.00**	**$25.00**	**$25.00**
	(AB)	**$30.00**	**$30.00**	**$30.00**	**$30.00**	**$30.00**
	(AC)	**$40.00**	**$40.00**	**$40.00**	**$40.00**	**$40.00**
	(AD)	**$60.00**	**$55.00**	**$45.00**	**$55.00**	**$60.00**
	(AE)	**$35.00**	**$35.00**	**$35.00**	**$35.00**	**$35.00**
	(AF)	**$34.98**	**$34.98**	**$34.98**	**$34.98**	**$34.98**
	(AG)	**$43.00**	**$43.00**	**$40.00**	**$48.00**	**$48.00**
	(AH)	**$60.00**	**$60.00**	**$60.00**	**$60.00**	**$60.00**
	(AI)	**No Bid**	**No Bid**	**No Bid**	**$32.00**	**No Bid**
	(AJ)	**$12.39**	**$12.39**	**$12.39**	**$12.39**	**$12.39**
	(AK)	**$35.00**	**$35.00**	**$35.00**	**$35.00**	**$35.00**
	(AL)	**$28.00**	**$26.00**	**$25.00**	**$38.00**	**$41.00**

Item	Approx. Qty.	Unit	Description
10	1	Hour	Laborer, Regular Hours Worked, Wage Decision Project

		Unit Price				
		Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
Vendor:	(AA)	**$30.00**	**$30.00**	**$30.00**	**$30.00**	**$30.00**
	(AB)	**$40.00**	**$40.00**	**$40.00**	**$40.00**	**$40.00**
	(AC)	**$55.00**	**$55.00**	**$55.00**	**$55.00**	**$55.00**
	(AD)	**$60.00**	**$55.00**	**$45.00**	**$55.00**	**$60.00**
	(AE)	**$48.00**	**$48.00**	**$48.00**	**$48.00**	**$48.00**
	(AF)	**$34.98**	**$34.98**	**$34.98**	**$34.98**	**$34.98**
	(AG)	**$43.00**	**$43.00**	**$40.00**	**$48.00**	**$48.00**
	(AH)	**$65.00**	**$65.00**	**$65.00**	**$65.00**	**$65.00**
	(AI)	**No Bid**	**No Bid**	**No Bid**	**$38.00**	**No Bid**
	(AJ)	**$24.37**	**$24.37**	**$24.37**	**$24.37**	**$24.37**
	(AK)	**$40.00**	**$40.00**	**$40.00**	**$40.00**	**$40.00**
	(AL)	**$34.00**	**$32.00**	**$31.00**	**$44.00**	**$47.00**

DocuSign Envelope ID: 4D14CC8B-4E74-48AA-81E4-442C24141104

Item	Approx. Qty.	Unit	Description
11	1	Hour	Laborer, After Hours Worked, Non Wage Decision Project

		Unit Price				
		Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
Vendor:	(AA)	**$25.00**	**$25.00**	**$25.00**	**$25.00**	**$25.00**
	(AB)	**$40.00**	**$40.00**	**$40.00**	**$40.00**	**$40.00**
	(AC)	**$60.00**	**$60.00**	**$60.00**	**$60.00**	**$60.00**
	(AD)	**$90.00**	**$82.50**	**$67.50**	**$82.50**	**$90.00**
	(AE)	**$45.00**	**$45.00**	**$45.00**	**$45.00**	**$45.00**
	(AF)	**$34.98**	**$34.98**	**$34.98**	**$34.98**	**$34.98**
	(AG)	**$60.00**	**$60.00**	**$58.00**	**$65.00**	**$65.00**
	(AH)	**$60.00**	**$60.00**	**$60.00**	**$60.00**	**$60.00**
	(AI)	**No Bid**	**No Bid**	**No Bid**	**$45.00**	**No Bid**
	(AJ)	**$18.59**	**$18.59**	**$18.59**	**$18.59**	**$18.59**
	(AK)	**$45.00**	**$45.00**	**$45.00**	**$45.00**	**$45.00**
	(AL)	**$42.00**	**$39.00**	**$38.00**	**$57.00**	**$62.00**

Item	Approx. Qty.	Unit	Description
12	1	Hour	Laborer, After Hours Worked, Wage Decision Project

		Unit Price				
		Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
Vendor:	(AA)	**$30.00**	**$30.00**	**$30.00**	**$30.00**	**$30.00**
	(AB)	**$50.00**	**$50.00**	**$50.00**	**$50.00**	**$50.00**
	(AC)	**$71.00**	**$71.00**	**$71.00**	**$71.00**	**$71.00**
	(AD)	**$90.00**	**$82.50**	**$67.50**	**$82.50**	**$90.00**
	(AE)	**$50.00**	**$50.00**	**$50.00**	**$50.00**	**$50.00**
	(AF)	**$34.98**	**$34.98**	**$34.98**	**$34.98**	**$34.98**
	(AG)	**$60.00**	**$60.00**	**$58.00**	**$65.00**	**$65.00**
	(AH)	**$65.00**	**$65.00**	**$65.00**	**$65.00**	**$65.00**
	(AI)	**No Bid**	**No Bid**	**No Bid**	**$49.00**	**No Bid**
	(AJ)	**$33.12**	**$33.12**	**$33.12**	**$33.12**	**$33.12**
	(AK)	**$50.00**	**$50.00**	**$50.00**	**$50.00**	**$50.00**
	(AL)	**$51.00**	**$48.00**	**$47.00**	**$66.00**	**$70.00**

DocuSign Envelope ID: 4D14CC8B-4E74-48AA-81E4-442C24141104

Item	Approx. Qty.	Unit	Description
13	1	Hour	Project Manager/Supervisor

Unit Price

		Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
Vendor:	(AA)	**$75.00**	**$75.00**	**$75.00**	**$75.00**	**$75.00**
	(AB)	**$90.00**	**$90.00**	**$90.00**	**$90.00**	**$90.00**
	(AC)	**$95.00**	**$95.00**	**$95.00**	**$95.00**	**$95.00**
	(AD)	**$85.00**	**$80.00**	**$75.00**	**$80.00**	**$85.00**
	(AE)	**$165.00**	**$165.00**	**$165.00**	**$165.00**	**$165.00**
	(AF)	**$75.68**	**$75.68**	**$75.68**	**$75.68**	**$75.68**
	(AG)	**$105.00**	**$105.00**	**$100.00**	**$110.00**	**$110.00**
	(AH)	**$85.00**	**$85.00**	**$85.00**	**$85.00**	**$85.00**
	(AI)	**No Bid**	**No Bid**	**No Bid**	**$70.00**	**No Bid**
	(AJ)	**$118.49**	**$118.49**	**$118.49**	**$124.98**	**$124.98**
	(AK)	**$95.00**	**$95.00**	**$95.00**	**$95.00**	**$95.00**
	(AL)	**$75.00**	**$73.00**	**$72.00**	**$85.00**	**$87.00**

Item	Approx. Qty.	Unit	Description
14	1	Hour	Off Retail for All Parts and Materials

Unit Price

Vendor:	(AA)	**10%**
	(AB)	**0%**
	(AC)	**10%**
	(AD)	**0%**
	(AE)	**10%**
	(AF)	**0%**
	(AG)	**10%**
	(AH)	**5%**
	(AI)	**0%**
	(AJ)	**15%**
	(AK)	**5%**
	(AL)	**5%**

DocuSign Envelope ID: 4D14CC8B-4E74-48AA-81E4-442C24141104

ITEMS BELOW ARE TO BE SHOWN ON PROJECT QUOTES AND AS PART OF THE APPROVED FIXED PRICE CONTRACT PER PROJECT

Item Article and Description

15 SUBCONTRACTOR WORK INCLUDING PROFESSIONAL SERVICES-
ACTUAL QUOTE (PROVIDE DOCUMENTATION) (No Markup Allowed)

16 PARTS/MATERIAL (No Markup Allowed)

17 EQUIPMENT RENTAL or UTILIZATION
ACTUAL QUOTE (PROVIDE DOCUMENTATION) or Utilization costs which shall be based on the life expectancy of the equipment and the purchase price of the equipment. (No Markup Allowed)

18 OTHER ASSOCIATED COSTS
ACTUAL QUOTE (PROVIDE DOCUMENTATION EACH COST MUST BE DESCRIBED ON INDIVIDUAL LINES) (No Markup Allowed)

Item		Unit	Description
19		Miles	One Way Per Mile Cost Based on Federal Government Rate Times Miles over 50, 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.

	Company Name	Physical Address
(AA)	APIC Solutions, Inc.	**5550 Midway Park Place NE, Albuquerque, NM 87109**
(AB)	Allied Electric Inc	**2859 Cerrillos Road, Santa Fe, NM 87507**
(AC)	Alpha & Omega Electric, LLC	**3211 Claremont Ave NE, Albuquerque, NM 87107**
(AD)	B&D Industires, Inc.	**9720 Bell Avenue SE, Albuquerque, NM 87123**
(AE)	Bixby Electric, Inc.	**521 Wheeler Ave., SE, Albuquerque, NM 87102**
(AF)	Enterprise Electrical Services, Inc.	**9708 Bell Ave SE, Albuquerque, NM 87123**
(AG)	Great Western Electrical, Inc.	**3310 Girard Blvd NE, Albuquerque, NM 87107**
(AH)	HEI, Inc.	**3800 Vassar Dr, NE, Albuquerque, NM 87107**
(AI)	Lynco Electric Co. Inc.	**1520 West Amador Ave., Las Cruces, NM 88005**
(AJ)	McDade-Woodcock, Inc.	**2404 Claremont Ave. NE, Albuquerque, NM 87107**
(AK)	Red Seven Electric	**50 Manzano Rd, Los Lunas, NM 87031**
(AL)	Wizer Electric, LLC	**6017 Del Carmen Dr. NE, Rio Rancho, NM 87144**

20 PERMIT AND FEES AT ACTUAL COST (No Markup Allowed)

21 BOND AT ACTUAL COST (No Markup Allowed)

22 NEW MEXICO GROSS RECEIPTS TAX
WILL BE CALCULATED BY AGENCY BASED ON PROJECT LOCATION RATE

23 BUILDER'S RISK INSURANCE AT ACTUAL COST (No Markup Allowed)

*** 23 Items Total ***

DocuSign

Certificate Of Completion

Envelope Id: 4D14CC8B4E7448AA81E4442C24141104
Status: Completed
Subject: GSD/SPD Procurement#: 10-00000-21-00095
Source Envelope:
Document Pages: 27 Signatures: 1
Certificate Pages: 5 Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Michael Saavedra
13 Bataan Blvd
Santa Fe, NM 87508
Michael.Saavedra@state.nm.us
IP Address: 164.64.63.2

Record Tracking

Status: Original
6/15/2021 2:07:04 PM
Holder: Michael Saavedra
Michael.Saavedra@state.nm.us
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Michael Saavedra michael.saavedra@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8	MS Signature Adoption: Pre-selected Style Using IP Address: 174.205.37.123	Sent: 6/15/2021 2:08:25 PM Viewed: 6/15/2021 2:08:35 PM Signed: 6/15/2021 2:08:43 PM
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: 73.127.219.222	Sent: 6/15/2021 2:08:46 PM Viewed: 6/15/2021 2:09:30 PM Signed: 6/15/2021 2:09:53 PM
Valerie Paulk valerie.paulk@state.nm.us State Purchasing Agent New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff	Valerie Paulk Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 6/15/2021 2:09:56 PM Viewed: 6/15/2021 2:38:28 PM Signed: 6/15/2021 2:39:33 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/15/2021 2:08:25 PM
Certified Delivered	Security Checked	6/15/2021 2:38:28 PM
Signing Complete	Security Checked	6/15/2021 2:39:33 PM
Completed	Security Checked	6/15/2021 2:39:33 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.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203144

Contractor: **B&D Industries**

Description: **Turnkey field lighting installation for MRC Soccer Valley via State Price Agreement # 00-00000-21-00095.**

Contract [◉] Agreement [○] Lease / Rent [○] Amendment [○]

Term Start Date: **January 13, 2022** Term End Date: December 31, 2023

[☑] Approved by Council Date: **Pending**

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

[☐] Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

3. **Procurement History:**

Fran Dunaway (Dec 14, 2021 13:54 MST)

Purchasing Officer Review: Dec 14, 2021 Date:

Comment & Exceptions: Use of SWPA for issuance of contract. 2 year agreement. exp 12/31/2023

4. **Funding Source:** MUNRECCMP 530 **Org / Object:** 5300279.572970

Andy Hopkins (Dec 14, 2021 09:17 MST)

Budget Officer Approval: Dec 14, 2021 Date:

Comment & Exceptions: City /County Match applies up to $500,000

Staff Contact who completed this form: Melissa A. McDonald Phone # 505-303-9502

Email: mamcdonald@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: B & D INDUSTRIES, INC.
DBA: B & D INDUSTRIES, INC.

Business Location: 9720 BELL SE
ALBUQUERQUE, NM 87123

CRS Number: 01-716872-004

Owner: B & D INDUSTRIES INC

License Number: 224955

License Type: Business License - Renewable

Issued Date: December 29, 2020

Classification: Out of Jurisdiction Contractor - General

Expiration Date: December 29, 2021

Fees Paid: $10.00

B & D INDUSTRIES, INC.
9720 BELL SE
ALBUQUERQUE , NM 87123

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

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / MRC Soccer Valley	12/7/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction	5300279	572970	MRC35520A	500,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Santa Fe County (19-0792)	5300279	491010	MRC35520A	(500,000)	
				$ -	$ -

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

Per MOU with Santa Fe County for the MRC Soccer Valley Improvements funded by SF County 19-0792.

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

De Alva Calabaza 12/7/2021
Prepared By *{print name}* Date

Melissa A. McDonald
Melissa A. McDonald (Dec 7, 2021 14:09 MST)

Division Director Signature *{optional}* Date

Regina Wheeler
Regina Wheeler (Dec 7, 2021 15:03 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 #:

Andy Hopkins
Andy Hopkins (Dec 7, 2021 15:22 MST)

Budget Officer Date

Finance Director *{≤ $5,000}* Date

N/A

City Manager *{≤ $60,000}* Date

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 01/03/22
FOR CITY COUNCIL MEETING OF 01/12/22

Request for the Approval of the Agreement with B&D Industries for the Installation of Soccer Field Lighting at the Municipal Recreation Complex in the Total Amount of $666,342.43 Including New Mexico Gross Receipts Tax. (Melissa A. McDonald, Parks Division Director, mamcdonald@santafenm.gov, 505-303-9502).

1) Request for Approval of Budget Amendment Resolution (BAR) to allocate $500,000 from the Santa Fe County Match Funds per MOU 19-0792 into budget for this project.

Committee		**Review**
Finance	Committee:	01/03/2022
Public	Works:	01/10/2022
City Council: 01/12/2022		

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS-

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
COUNCILOR CASSUTT	X		
COUNCILOR LINDELL	X		
COUNCILOR RIVERA	X		
COUNCILOR VILLARREAL	X		
CHAIRPERSON ROMERO-WIRTH	X		

City of Santa Fe, New Mexico
Memorandum

Date: December 14, 2021

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

From: Jesse Guillen, Legislative Liaison

Via: Erin K. McSherry, City Attorney EM

RE: Bill amending Section 2-1.13 SFCC 1987 to establish that the mayor pro tempore serves on only one committee, which shall be the Finance Committee

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EXECUTIVE SUMMARY:
The proposed Bill amends Section 2-1.13 regarding the three City Council Standing Committees to establish that the Mayor Pro Tem shall only be assigned to one of them, which shall be the Finance Committee.

BACKGROUND:
Section 2-1.13 establishes the three City Council Standing Committees and establishes that each committee shall consist of five members of the Governing Body. If the mayor assigns eight city councilors to 15 available positions with a distribution as close to even as possible on the three committees, it would mean that one member be left with only one committee assignment.

The sponsors believe that, given the mayor pro tempore's duty to serve as mayor when the mayor is unavailable or unable to serve in that office, that position is best suited to be assigned to only one committee assignment, and that the assignment should be to the Finance Committee.

ACTION REQUESTED:
Adopt the proposed Bill as presented.

ATTACHMENTS:
Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2022-__

INTRODUCED BY:

Councilor Carol Romero-Wirth

Councilor Jamie Cassutt

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

AN ORDINANCE

AMENDING SECTION 2-1.13 SFCC 1987 TO ESTABLISH THAT THE MAYOR PRO TEMPORE SHALL SERVE ON ONE CITY COUNCIL STANDING COMMITTEE, WHICH SHALL BE THE FINANCE COMMITTEE.

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

Section 1. Section 2-1.13 of SFCC 1987 (being Ord. No. 1968-8, § 1, as amended) is amended to read:

2-1.13 Standing committees.

A. *Standing committee* means an advisory committee, appointed by the mayor with the approval of the city council, whose work is to be generally continuous and a part of the fundamental concerns of the governing body.

B. *City council standing committee* means a standing committee comprised entirely of governing body members.

C. Except where the content of a law or ordinance specifies a different meaning, which shall apply in that case, the definition of standing committee in paragraph A of this

subsection shall apply throughout SFCC 1987.

D. The mayor, with the approval of the city council, shall appoint the members of the standing committees at the first meeting of the governing body in even-numbered years and at such other times as the governing body deems appropriate.

E. City council standing committees shall consist of five (5) members.

F. City council standing committees:

1. *Public works and utilities committee.* The public works and utilities committee shall provide continuing oversight over land use, the operations of the city's water, wastewater, and solid waste collection and disposal utilities; solicit public comment; and study and make recommendations to the governing body concerning franchise agreements, the public works and public utilities annual operating budgets, capital improvements, the issuance of debt instruments, operational policies, and rules and regulations. The committee shall provide continuing oversight of development, maintenance, operations, and construction of roadways and related infrastructure, facilities, parking, stormwater infrastructure, property assets, and multimodal transportation, including transit, air travel, and pedestrian and bicycle infrastructure. The committee oversees the capital planning and project delivery for all city departments.

2. *Quality of life committee.* The quality of life committee works to ensure that all residents of Santa Fe have access to the physical, environmental, social, and economic resources they need to thrive. The committee shall solicit public comment and study and make recommendations to the governing body on policies related to the committee's jurisdiction. The committee works to improve wellbeing, health, and safety of all residents and visitors. It seeks to support equitable access to health and human services, employment, housing, education, and arts and culture, so that residents from every part of the city and of every income, age, religion, gender, ethnicity, ancestry,

sexual orientation, physical or mental handicap, and veteran or immigration status enjoy a high quality of life in Santa Fe.

3. *Finance committee.* The finance committee shall provide continuing oversight of the operations of the city's finances and shall solicit public comment and study and make recommendations to the governing body concerning the city's annual operating and capital budgets, the issuance of debt instruments, and financial operating policies, rules, and regulations. The committee may report to the governing body the cost of implementation for any order, ordinance, program, or other initiative pending before the body. The committee shall have the opportunity to review all matters concerning appropriations, city budget, loans, previously unbudgeted expenditures, and financial issues related to all city owned or leased facilities.

G. The mayor pro tempore shall serve on only one (1) city council standing committee, which shall be the finance committee.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2022.

_____

ATTEST: ALAN WEBBER, MAYOR

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY *Legislation/2022/Bills/Mayor Pro Tem Committee Assignment*

FIR No. 10373

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): Mayor Pro Tem Committee Assignment

Sponsor(s): Councilors Romero-Wirth and Cassutt

Reviewing Department(s): City Attorney's Office/Legislative Services

Staff Completing FIR: Jesse Guillen Date: 12/10/21 Phone: 955-6518

Reviewed by City Attorney: _____ Date: Dec 22, 2021

Reviewed by Finance Director: _____ Date: Dec 16, 2021

Summary:
The Bill amends Section 2-1.13 to establish that the mayor pro tem shall only serve on one City Council Standing Committee and that the committee shall be the Finance Committee. The proposal is designed to allow even distribution of the eight councilors among the three city council standing committees that have five members, with the exception of the mayor pro tem, who would only sit on the Finance Committee. The sponsors believe that the additional duties assigned to the mayor pro tem make them the logical choice to be assigned to one committee.

Departments Affected:
None.

Consequences of Not Enacting Legislation:
Because City Code requires five (5) councilors per City Council Standing Committee, there will never be equal distribution of this type of committee assignment between the Councilors. If the Bill is not adopted, it will be up to the Mayor to decide which Councilor will receive only one committee assignment.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This bill relates to the proposed Resolution adopting a new version of the Governing Body Procedural Rules.

Performance and Administrative Implications:
None identified.

Fiscal Implications:
None identified.

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: 

Email: jbguillen@ci.santa-fe.nm.us

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 01/03/22
FOR CITY COUNCIL MEETING OF 01/12/22

CONSIDERATION OF BILL NO. 2022-__. (Councilor Romero-Wirth and Councilor Cassutt) An Ordinance Amending Section 2-1.13 SFCC 1987 to Establish that the Mayor Pro Tempore Shall Serve on One City Council Standing Committee, Which Shall be the Finance Committee. (Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518)

Committee	**Review:**
Introduced:	12/08/21
Finance Committee:	01/03/22
Public Works and Utilities Committee:	01/10/22
Governing Body (request to publish):	01/12/22
Quality of Life Committee:	01/17/22
Governing Body (public hearing): 02/09/22	

FINANCE COMMITTEE ACTION:
Approved on Discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
COUNCILOR CASSUTT	X		
COUNCILOR LINDELL	X		
COUNCILOR RIVERA	X		
COUNCILOR VILLARREAL	X		
CHAIRPERSON ROMERO-WIRTH	X		

City of Santa Fe, New Mexico
Memorandum

Date: December 27, 2021

To: Members of the Governing Body

From: Patricia Feghali, Assistant City Attorney PF

Via: Erin K. McSherry, City Attorney EM

RE: A Joint Resolution Recognizing the Existence of Open Issues Related to Annexing and Establishing Negotiating Teams to Develop Non-Binding Proposals to Resolve Those Issues

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EXECUTIVE SUMMARY:
The most recent Annexation Agreements between the City of Santa Fe("City") and Santa Fe County ("County") have several issues that have not been completely resolved. This Joint Resolution would establish a negotiating team of members of Governing Body and members of the Santa Fe Board of County Commissioners ("Board") to enter into non-binding negotiations to resolve these outstanding issues. Under this Resolution, neither the City nor the County would be required to participate in the non-binding negotiations after April 13, 2022.

BACKGROUND:
On May 19, 2008 the City, County, and others entered into that certain Settlement Agreement and Mutual Release of Claims ("Settlement Agreement"), pursuant to which, among other things, the City agreed to annex certain areas of the County, the City and County established utility service areas, and the City and County established land use jurisdiction within and beyond the Presumptive City Limits. Several other agreements were subsequently entered into in order to implement this Settlement Agreement.

While most of the respective obligations under the Settlement Agreement have been met and many of the goals of the Settlement Agreement have been achieved, there are still some open items related to annexation that require attention, including but not necessarily limited to: the annexation of the remainder of Area 1, North of Alameda; drainage improvements to Alameda Road; and Fire Protection and EMS services within Areas 2, 4, and 18.

This Resolution would approve the appointment of City Councilors Signe Lindell and Jamie Cassutt and appoints Commissioners Anna Hansen and Hank Hughes to participate in the non-binding negotiations in order to present non-binding proposals for consideration by the Governing Body and the Board. The Santa Fe City Manager would also designate staff to support these negotiations. The negotiations would not be subject to the Open Meetings Act and are not binding on either party.

The members of the negotiation team would present principles of agreement on all open annexation items to the Governing Body and Board, report that negotiations are at an impasse, or report that additional time is needed to complete the non-binding negotiations; provided, however, that neither the City nor the County is obligated to continue to participate in non-binding negotiations after April 13, 2022.

ACTION REQUESTED:
Staff request that the Governing Body adopt this Resolution and approve the appointment of Councilors Lindell and Cassutt to a negotiation team in order to develop non-binding proposals with members of the Santa Fe Board of County Commissioners regarding open issues relating to Annexation.

ATTACHMENTS:
Resolution
County Resolution No. 2021-105
Fiscal Impact Report

SANTA FE COUNTY

RESOLUTION NO. 2021 -___

INTRODUCED BY:

Commissioner Anna Hansen

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2022-__

INTRODUCED BY:

Councilor Signe I. Lindell Councilor Jamie Cassutt

A JOINT RESOLUTION

RECOGNIZING THE EXISTENCE OF OPEN ITEMS RELATED TO ANNEXATION AND ESTABLISHING NEGOTIATING TEAMS TO DEVELOP NON-BINDING PROPOSALS TO RESOLVE THOSE ITEMS.

WHEREAS, on May 19, 2008, the City of Santa Fe ("City"), Santa Fe County ("County"), and others entered into that certain Settlement Agreement and Mutual Release of Claims ("Settlement Agreement"), pursuant to which, among other things, the City agreed to annex certain areas of the County, the City and County established utility service areas, and the City and County established land use jurisdiction within and beyond the Presumptive City Limits; and

WHEREAS, the City and County subsequently entered into a variety of agreements to implement the Settlement Agreement, including, but not limited, to that certain Annexation Phasing Agreement between the City of Santa Fe and Santa Fe County (which was subsequently amended); County of Santa Fe and the City of Santa Fe Memorandum of Understanding for Fire Protection and EMS Service; the Roadway Improvements Memorandum of Understanding between the County of Santa Fe and the City of Santa Fe; Agreement regarding Water, Wastewater and Solid Waste Required by the Settlement Agreement and Mutual Release of Claims; County of Santa Fe

and the City of Santa Fe Mutual Aid Agreement for Law Enforcement Services; and City of Santa Fe and Santa Fe County Agreement Regarding Water and Wastewater Service for Agua Fria, Hyde Park, High Summit, and Cloudstone (collectively, "Implementation Agreements"); and

WHEREAS, while the parties have discharged the majority of their respective obligations under the Settlement Agreement and Implementation Agreements and many of the overarching goals of the Settlement Agreement have been achieved, the Board of County Commissioners ("Board") and the Governing Body recognize that there are open items related to annexation that require resolution; and

WHEREAS, those open items include, but are not necessarily limited to, the annexation of the remainder of Area 1, North of Alameda; drainage improvements to Alameda Road; and Fire Protection and EMS services within Areas 2, 4, and 18; and

WHEREAS, the Board and Governing Body desire to see all open items comprehensively resolved rather than addressed in piecemeal fashion; and

WHEREAS, the Board and Governing Body wish to facilitate such comprehensive resolution by having duly appointed County Commissioners and City Councilors negotiate non-binding proposals for consideration by the Board and Governing Body; and

WHEREAS, the Board and Governing Body wish to acknowledge the existence of such non-binding negotiations and appoint less than a quorum of their respective members to participate in them.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS AND THE GOVERNING BODY that:

1. The Board hereby appoints Commissioners Anna Hansen and Hank Hughes to participate in the non-binding negotiations described herein.

2. The Governing Body hereby approves the appointment of Councilors Signe Lindell and Jamie Cassutt to participate in the non-binding negotiations described herein.

3. The non-binding negotiations described herein are not subject to the Open Meetings Act, as the proposals developed through them are not binding on the Board or Governing Body and less than a quorum of the Board and Governing Body are participating in them.

4. As the items to be discussed relate to obligations under the Settlement Agreement and/or Implementing Agreements, the non-binding negotiations described herein constitute compromise negotiations within the meaning of Rule 11-408 NMRA. Accordingly, participants' conduct and statements made during the negotiations and proposals made are confidential and inadmissible in any future litigation between the parties except as provided in Rule 11-408.

5. The County Manager and City Manager shall designate appropriate staff to support the non-binding negotiations described herein.

6. By April 13, 2022, County and City representatives shall present principles of agreement on all open annexation items to the Board and Governing Body, report that negotiations are at an impasse, or report that additional time is needed to complete the non-binding negotiations; provided, however, that neither the City nor the County is obligated to continue to participate in non-binding negotiations after April 13, 2022.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2022.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2022/Resolutions/Joint Resolution Concerning Non-Binding Negotiations

RESOLUTION NO. 2021-105

Introduced by Commissioner Anna Hansen

CITY OF SANTA FE

RESOLUTION NO. 2022-___

Introduced by Councilor Signe I. Lindell and Councilor Jamie Cassutt

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A JOINT RESOLUTION
RECOGNIZING THE EXISTENCE OF OPEN ITEMS RELATED TO ANNEXATION AND ESTABLISHING NEGOTIATING TEAMS TO DEVELOP NON-BINDING PROPOSALS TO RESOLVE THOSE ITEMS

WHEREAS, on May 19, 2008, the City of Santa Fe (City), Santa Fe County (County), and others entered into that certain Settlement Agreement and Mutual Release of Claims (Settlement Agreement), pursuant to which, among other things, the City agreed to annex certain areas of the County, the City and County established utility service areas, and the City and County established land use jurisdiction within and beyond the Presumptive City Limits; and

WHEREAS, the City and County subsequently entered into a variety of agreements to implement the Settlement Agreement, including, but not limited, to that certain Annexation Phasing Agreement between the City of Santa Fe and Santa Fe County (which was subsequently amended); County of Santa Fe and the City of Santa Fe Memorandum of Understanding for Fire Protection and EMS Service; the Roadway Improvements Memorandum of Understanding between the County of Santa Fe and the City of Santa Fe; Agreement regarding Water, Wastewater and Solid Waste Required by the Settlement Agreement and Mutual Release of Claims; County of Santa Fe and the City of Santa Fe Mutual Aid Agreement for Law Enforcement Services; and City of Santa Fe and Santa Fe County Agreement Regarding Water and Wastewater Service for Agua Fria, Hyde Park, High Summit, and Cloudstone (collectively, Implementation Agreements); and

WHEREAS, while the parties have discharged the majority of their respective obligations under the Settlement Agreement and Implementation Agreements and many of the overarching goals of the Settlement Agreement have been achieved, the Board of County Commissioners (Board) and City Council (Council) recognize that there are open items related to annexation that require resolution; and

WHEREAS, those open items include, but are not necessarily limited to, the annexation of the remainder of Area 1, North of Alameda; drainage improvements to Alameda Road; and Fire Protection and EMS services within Areas 2, 4, and 18; and

WHEREAS, the Board and Council desire to see all open items comprehensively resolved rather than addressed in piecemeal fashion; and

SFC CLERK RECORDED 12/01/2021

WHEREAS, the Board and Council wish to facilitate such comprehensive resolution by having duly appointed County Commissioners and City Councilors negotiate non-binding proposals for consideration by the Board and Council; and

WHEREAS, the Board and Council wish to acknowledge the existence of such non-binding negotiations and appoint less than a quorum of their respective members to participate in them.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AND COUNCIL AS FOLLOWS:

1. The Board hereby appoints Commissioners Anna Hansen and Hank Hughes to participate in the non-binding negotiations described herein.

2. The Council hereby appoints Councilors Signe I. Lindell and Jamie Cassutt to participate in the non-binding negotiations described herein.

3. The non-binding negotiations described herein are not subject to the Open Meetings Act, as the proposals developed through them are not binding on the Board or Council and less than a quorum of the Board and Council are participating in them.

4. As the items to be discussed relate to obligations under the Settlement Agreement and/or Implementing Agreements, the non-binding negotiations described herein constitute compromise negotiations within the meaning of Rule 11-408 NMRA. Accordingly, participants' conduct and statements made during the negotiations and proposals made are confidential and inadmissible in any future litigation between the parties except as provided in Rule 11-408.

5. The County Manager and City Manager shall designate appropriate staff to support the non-binding negotiations described herein.

6. By April 13, 2022, County and City representatives shall present principles of agreement on all open annexation items to the Board and Council, report that negotiations are at an impasse, or report that additional time is needed to complete the non-binding negotiations; provided, however, that neither the City nor the County is obligated to continue to participate in non-binding negotiations after April 13, 2022.

SFC CLERK RECORDED 12/01/2021

PASSED, APPROVED, AND ADOPTED THIS 30th DAY OF NOVEMBER, 2021.

BOARD OF COUNTY COMMISSIONERS

Henry P. Roybal, Chair

ATTEST:

Katharine E. Clark, Santa Fe County Clerk

APPROVED AS TO FORM:

11-29-21

Gregory S. Shaffer, Santa Fe County Attorney

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

BCC RESOLUTIONS
PAGES: 4

I Hereby Certify That This Instrument Was Filed for Record On The 1ST Day Of December, 2021 at 08:45:35 AM And Was Duly Recorded as Instrument # 1973159 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Katharine E. Clark
Deputy Destiny Romero County Clerk, Santa Fe, NM

SFC CLERK RECORDED 12/01/2021

PASSED, APPROVED, AND ADOPTED THIS 12th DAY OF JANUARY, 2022.

GOVERNING BODY OF THE CITY OF SANTA FE

_____

Alan M. Webber, Mayor

ATTEST:

_____

Kristine Bustos-Mihelcic, City Clerk

APPROVED AS TO FORM:

_____

Erin K. McSherry, City Attorney

SFC CLERK RECORDED 12/01/2021

FIR No. 10358

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Joint Resolution Concerning Non-Binding Negotiations

Sponsor(s): N/A

Reviewing Department(s): City Attorney's Office

Staff Completing FIR: Patricia Feghali, Assistant City Attorney Date: 12/10/21 Phone: 955-6501

Reviewed by City Attorney: _____ Date: Dec 27, 2021

Reviewed by Finance Director: _____ Date: Jan 2, 2022

Summary:
The most recent Annexation Agreements between the City of Santa Fe and Santa Fe County have several issues that have not been completely resolved. This Joint Resolution would establish a negotiating team of members of Santa Fe Governing Body and members of the Santa Fe Board of County Commissioners to enter into non-binding negotiations to resolve these outstanding issues. Under this Resolution, neither the City nor the County would be required to participate in the non-binding negotiations after April 13, 2022.

Departments Affected:
City Manager's Office, City Attorney's Office, and Planning and Land Use Department

Consequences of Not Enacting Legislation:
The City and County of Santa Fe would continue to have unresolved issues regarding annexation.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Supplement to other Annexation agreements and legislation, including the May 19, 2008 Settlement Agreement and Mutual Release of Claims between the City of Santa Fe and Santa Fe County.

Performance and Administrative Implications:
This Resolution is solely to enter into non-binding negotiations. If negotiations are useful, this should help to work out remaining issues with the Annexation agreements. If the negotiations are not useful there would be no change in the status quo.

Fiscal Implications:
This Resolution is solely to enter into non-binding negotiations so there should be no fiscal implication.

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:

This Resolution is solely to enter into non-binding negotiations so there is no expenditure.

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:

This Resolution is solely to enter into non-binding negotiations so there is no revenue.

Signature: Patricia Feghali
Patricia Feghali (Dec 27, 2021 16:30 MST)

Email: pfeghali@ci.santa-fe.nm.us

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 01/03/22
FOR CITY COUNCIL MEETING OF 01/12/22

Consideration of Resolution No. 2022-__. (Councilor Lindell and Councilor Cassutt) A Joint Resolution Recognizing the Existence of Open Items Related to Annexation and Establishing Negotiating Teams to Develop Non-Binding Proposals to Resolve Those Items. (Pat Feghali, Assistant City Attorney: pfeghali@santafenm.gov)

Committee	**Review:**
Introduced:	12/08/21
Finance Committee:	01/03/22
Public Works and Utilities Committee:	01/10/22
Governing Body:	01/12/22

FINANCE COMMITTEE ACTION:
Approved on Discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS-

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
COUNCILOR CASSUTT	X		
COUNCILOR LINDELL	X		
COUNCILOR RIVERA	X		
COUNCILOR VILLARREAL	X		
CHAIRPERSON ROMERO-WIRTH	X		

City of Santa Fe, New Mexico
Memorandum

Date: December 31, 2021

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

From: Kristine Mihelcic, City Clerk KM,
Erin K. McSherry, City Attorney EM

RE: Adoption of notice requirements for 2022

EXECUTIVE SUMMARY:
The proposed Resolution repeals Resolution No. 2021-3 and adopts a new notice requirements for 2022.

BACKGROUND:
The New Mexico Open Meetings Act ("OMA"), NMSA 1978, Sections 10-15-1 to -4 requires that public bodies adopt notice requirements for public meetings at least annually. As a result, each year the Governing Body adopts a Resolution adopting notice requirements for that year.

ACTION REQUESTED:
Adopt the proposed Resolution as presented.

ATTACHMENTS:
Resolution
Resolution No. 2021-3
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2022-___

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

RESCINDING RESOLUTION NO. 2021-3 RELATING TO THE OPEN MEETINGS ACT; AND ADOPTING ANNUAL NOTICE REQUIREMENTS FOR 2022.

WHEREAS, the New Mexico Open Meetings Act ("Open Meetings Act"), NMSA 1978, Sections 10-15-1 to -4, requires that public bodies "determine at least annually in a public meeting what notice for a public meeting is reasonable when applied to that body"; and

WHEREAS, the Open Meetings Act governs the Governing Body and the Governing Body's subordinate policymaking bodies;

WHEREAS, the City desires to rescind its prior year's Open Meeting Act Resolution, Resolution No. 2021-3, and to adopt new notice requirements for the City's policymaking bodies; and

WHEREAS, the City of Santa Fe seeks to give annual notice to the public of its determination, pursuant to NMSA 1978, Section 10-15-1(D), that seventy-two (72) hours' notice prior to its meetings and the meetings of its subordinate policymaking bodies is deemed by the City to be reasonable notice.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Resolution No. 2021-3 is hereby rescinded.

Section 2. The applicability of the Open Meetings Act to the City's policymaking bodies is recognized.

Section 3. The notice requirements set forth below are hereby adopted.

A. The City shall give a minimum of seventy-two (72) hours' notice of all regular meetings of the Governing Body and its subordinate policymaking bodies.

B. The notice shall include the date, time, and place of the planned meeting and a list of specific items of business to be discussed or transacted at the meeting or information on how the public may obtain a copy of such an agenda.

C. The City shall make the notice available to the public and news media through reasonable means, including posting on the City's website.

D. The agenda shall be filed, recorded, and posted with the office of the City Clerk.

Section 4. Regular Meetings of the Governing Body

A. Unless otherwise specified, including in subsections B and C below, regular meetings of the Governing Body shall be held as follows:

i. On the second and last Wednesday of each month.

ii. In the City Council Chambers of the municipal building of the City, located at 200 Lincoln Avenue, Santa Fe.

B. During the declared COVID-19 emergency, while it is difficult or impossible for the Governing Body to meet in person, regular meetings of the Governing Body may be held virtually and broadcast via the City's YouTube channel, the City's Government Channel on Comcast Channel 28 or Comcast Channel HD928, and on the radio at KSFR 101.1 FM.

Section 5: Special Meetings

A. The City shall provide a minimum of 72 hours' notice of all special meetings of

the Governing Body and its subordinate policymaking bodies.

B. Unless otherwise specified, special meetings are held at the same place specified in Section 4(A)(ii) above. The date, time, and place of a special meeting shall appear on the agenda and be made available to the public and news media through reasonable means including posting on the City's website.

C. The agenda shall be filed, recorded, and posted with the office of the City Clerk.

Section 6: Quasi-Judicial Committees and Subordinate Policymaking Bodies

A. The Governing Body hereby requires that every quasi-judicial committee, board, or commission, including but not limited to the planning commission, historic design review board, and board of adjustment, follow the same notice requirements as the Governing Body, and as provided in this resolution and the Open Meetings Act.

B. The Governing Body of the City hereby requires that all other policymaking boards, commissions, and committees shall follow the same notice requirements as provided by the Open Meetings Act.

Section 7: Emergency Meetings

A. Pursuant to its procedural rules, the Governing Body or subordinate policymaking body may call, with, if possible, up to 24-hours' notice, a meeting to consider any matter that needs emergency treatment because of a clear and present danger to the health, welfare, or safety of the people of the City. When possible, 24-hour telephonic notice will be given to all media who normally cover City meetings before the emergency meeting commences.

B. The notice for all emergency meetings shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda. Unless there is a state of national emergency already declared for the same reasons, within ten

days of taking action on an emergency matter, the City will notify the Attorney General's Office that the emergency meeting took place.

PASSED, APPROVED, and ADOPTED this __ day of _____ 2022.

_____

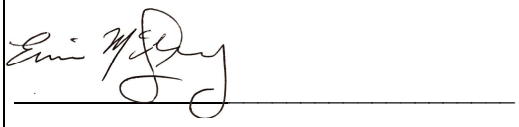
ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/Resolutions/2022/Open Meetings Act - 2022

FIR No. 10380

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Open Meetings Act - 2022

Sponsor(s): Mayor Webber

Reviewing Department(s): City Attorney/City Clerk

Staff Completing FIR: Erin McSherry/Kristine Mihelcic Date: 12/9/21 Phone: 955-6961/955-6327

Reviewed by City Attorney: Erin McSherry Date: Jan 2, 2022

Reviewed by Finance Director: Mary McCoy Date: Jan 2, 2022

Summary: The purpose of this Resolution is to rescind Resolution No. 2020-1, relating to the Open Meetings Act; and adopt annual notice requirements for 2022.

Departments Affected:
All

Consequences of Not Enacting Legislation:
If not adopted, the Governing Body would need to adopt regular notice by a different manner in a public meeting as required by the OMA.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Rescinding Resolution No. 2021-3.

Performance and Administrative Implications:
The Governing Body, City Council Standing Committees, and advisory committees must adhere to the Open Meetings Act, unless otherwise specified. Stenographers are provided for Land Use Board meetings, City Council Standing Committee meetings, and Governing Body meetings.

Fiscal Implications:
Funds for stenographers come from the General fund and are included in the City Clerk's budget for FYE22.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 22	FYE 23	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$35,000	$35,000	$		R		
Operating	$	$	$				$
Total:	$35,000	$35,000	$35,000				$105,000

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

Expenditure Narrative:

The City Clerk's Office allocated $35,000 for stenographer contracting costs associated with providing detailed minutes to certain committees including Governing Body, the City Council Standing Committees, and Planning Commission.

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: 

Email: kmmihelcic@ci.santa-fe.nm.us

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 01/03/22
FOR CITY COUNCIL MEETING OF 01/12/22

CONSIDERATION OF RESOLUTION NO. 2022-__. (Mayor Webber) A Resolution Rescinding Resolution No. 2021-3 Relating to the Open Meetings Act; and Adopting Annual Notice Requirements for 2022. (Kristine Mihelcic, City Clerk: kmmihelcic@santafenm.gov, 955-6846)

Committee	**Review:**
Introduced:	12/08/21
Finance Committee:	01/03/22
Public Works and Utilities Committee:	01/10/22
Governing Body: 01/12/22Consideration of Resolution No. 2022-__. (Councilor Lindell and Councilor Cassutt)	

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS-

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
COUNCILOR CASSUTT	X		
COUNCILOR LINDELL	X		
COUNCILOR RIVERA	X		
COUNCILOR VILLARREAL	X		
CHAIRPERSON ROMERO-WIRTH	X		

City of Santa Fe, New Mexico
Memorandum

DATE: December 20, 2021

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

VIA: Jarel LaPan-Hill, City Manager
Mary McCoy, Finance Director
Fran Dunaway, Chief Procurement Officer
Shannon Jones, Public Utilities Department Director SJ

FROM: Michael Dozier, Wastewater Management Division Director MD

ITEM AND ISSUE:

Request for the Approval of Wastewater Digester Project engineering contract with HDR pursuant to NMSA 1978 13-1-150B. 6 (a) (b). for Amendment #6, with an extension of time and funding in the amount of $125,000 plus nmgrt, to revise and complete the Digester Project co-generation grid connection design; Request approval of a BAR Budget Increase in the amount $135,547 from the WWMD Cash Balance. Michael Dozier, mldozier@santafenm.gov 505-577-1132

BACKGROUND AND SUMMARY:

The digester project has been on hold for completion. The City, contractors, and design engineers have been waiting for approval from Public Services of New Mexico (PNM) to connect the co-generation units to the electrical grid. During 2021 only minimal project work could be performed by HDR as the PNM review stopped project work. The connection plan is now approved by PNM. The final design and connection can now be completed by HDR so the contractors on the project can complete the task. Approval to HDR contract pursuant to NMSA 1978 13-1-150B. 6 (a) (b) to issue an Amendment #6 for an additional time period and increased compensation to complete the CIP project design. This contract will no longer be amended to increase compensation or extend the term after 12/31/22. The request for addition of one year to the contract is for design and follow through representing the city to completion of the install. Upon completion and testing HDR will also provide as-built drawings for records of design.

PROCUREMENT METHOD:
The procurement method is RFB 16/01/P 9/7/15

CONTRACT NUMBER:
The FY20 Munis contract number is 3200883.

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Waste Water Management Division/500
Munis Org Name/Number: CIP/ 5000375
Munis Object Name/Number: WIP Design/572960
Project Ledger Number: WWM195000A

ACTION REQUESTED:
Wastewater Management Division, Engineering Section respectfully requests your review and approval for the HDR contract amendment #6 and the BAR in the amount of $135,547.

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

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

DEPARTMENT / DIVISION NAME	DATE
PUD/Waste Water	12/21/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WWMD Treatement Plant CIP	5000375	572960	WWM195000A	135,547	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 135,547	$ -

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

Budget Increase from Cash Balance in WWMD Enterprise Fund for the contract amendment

6 HDR

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(135,547)
TOTAL:	**(135,547)**

Maya Martinez 12/21/2021
Prepared By *{print name}* Date

Michael Dozier (Dec 21, 2021 08:59 MST)
Division Director Signature *{optional}* Date

Shannon Jones (Dec 21, 2021 09:01 MST) 12/21/2021
Department Director Signature Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

CITY OF SANTA FE
AMENDMENT No. 6 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM #16-0026, #16-0528, #17-0056, #18-0611,#19-0551; #21-0178

AMENDMENT No.6 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated 1/15/16 (the "Agreement"), between the City of Santa Fe (the "City") and HDR Engineering, 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, the Contractor has agreed to provide Engineering, Design and Consulting services for the City;

B. Pursuant to NMSA 1978 § 13-1-150.6 (a), the Agreement term shall be Amended for a period not to exceed the requisite time for the project completion and a subsequent warranty period; and

C. Pursuant to Article 18 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 so that Exhibit “J”, attached hereto, is incorporated in the contract.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of

compensation by a total of one hundred twenty five thousand dollars ($125,000) plus applicable gross receipts tax as described in Exhibit "J" attached hereto, so that Article 3, paragraph A reads in its entirety as follows: ,

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one million three hundred seventy seven thousand nine hundred sixty two dollars and sixty four cents ($1,377,962.64), plus applicable gross receipts taxes.

3. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement to December 31, 2022, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on December 31, 2022 unless terminated pursuant to Paragraph 6, infra.

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.6 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE: _____

CONTRACTOR:

Senior Vice President
NAME & TITLE

DATE: Dec 23, 2021

CRS# 02-154898-00-6
City of Santa Fe Business Registration
227005

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Andrea Salazar for MDM
Andrea Salazar for MDM (Dec 22, 2021 09:41 MST)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR

5000375.572960 AH
Business Unit/Line AH

December 21, 2021

Mr. Mike Dozier
Division Director
Wastewater Management Division
City of Santa Fe, New Mexico
73 Paseo Real
Santa Fe, NM 87507

RE: Paseo Real Wastewater Treatment Plant Cogeneration Interconnection Design Modification

Dear Mr. Dozier,

HDR Engineering, Inc. (HDR) appreciates the opportunity to submit this professional engineering services proposal for the Paseo Real Wastewater Treatment Plant Anaerobic Digester (digester) Cogeneration System design modification. The proposal is based on recent discussions with City staff to modify the original Cogeneration electrical interconnection design based on City coordination with the Public Service Company of New Mexico (PNM).

Background

As you are aware, the digester and cogeneration project designed by HDR and constructed by Bradbury Stamm Construction (BSC) did not complete the final interconnection to the City's power system due to the timing with the City's ongoing coordination efforts with the electric utility, PNM.

The anaerobic digester cogeneration engines electrical design included in the digester improvements bid documents requires a design modification based on final coordination between the City and PNM. The original electrical design was based on interconnecting power from the cogeneration engines to the plant/low-voltage side of the power supply. The new design, as approved by PNM, requires interconnection to the PNM power supply or medium-voltage side of the incoming power supply.

The City contracted with Mechanical & Electrical Engineering, Inc. to facilitate coordination with PNM and develop an interconnection concept recommended by PNM. PNM recently approved the concept drawings, and the City has requested HDR complete the detailed design and have BSC complete the construction of the interconnection as a change order to the existing digester improvements contract.

As requested by the City, HDR will provide professional services to complete the required cogeneration electrical design modifications including project coordination, management, and engineering services during construction. A summary of the proposed scope of services is provided below.

Scope of Services

HDR will provide detailed design development of the cogeneration interconnection and extended engineering services during construction. The design will be completed as part of the existing digester project and will include coordination and review with BSC since they are already under contract. BSC will advise the City and design team regarding availability, delivery times and pricing for the proposed equipment and materials.

Project Management and Coordination

HDR will perform project coordination and management throughout the project which will include the following:

- Project administration
- Coordination with HDR team members, the City, and Contractor
- Change request, change order, and pay application review
- Design review meetings
- Monthly invoices

Design Development

The detailed design development will be based on the electrical interconnection schematic drawings prepared by Mechanical & Electrical Engineering, Inc. and will include the following activities:

- Conduct site visit with HDR's electrical engineer to make observations of the existing electrical systems to be modified and to meet with staff to determine project parameters. We request that staff be available at the time of our site visit to open gear, boxes and manholes so that we can take photographs and make observations.
- Design modifications to the existing electrical systems to connect the cogeneration engines, Paralleling Gear and 15kV Class Switches
- Provide electrical construction documents (drawings and supplemental specifications.)
- Provide modified electrical one-line diagram.
- Verify Generator Sizing and Load Analysis Calculations.
- Perform Limited Power Study to determine the new Short Circuit Ratings and Arc Flash at the modified electrical gear.
- Provide supplemental Division 26 specifications, as needed.
- HDR will prepare preliminary selective coordination and arc-flash studies and will specify that the contractor hire a 3rd party to complete final studies after construction using the actual as-built conditions. HDR will also specify that the contractor produce and apply the arc-flash labeling.

- Provide Preliminary design (60% progress) and Pre-Final (90% progress) design submittals by email in electronic PDF format. Review comments provided by the City and BSC will be reviewed and incorporated after each review submittal. Final design will incorporate applicable 90% City and BSC review comments.

Engineering Services During Construction

Following the completion of the design, HDR will assist the City during the construction of the proposed improvements which is estimated to be completed by the end of 2022. HDR will provide the following engineering services during construction:

- Review Contractor change order requests for the proposed electrical improvements and prepare one final change order.
- Attend up to 12 monthly virtual construction coordination meetings.
- Review up to 10 shop drawing submittals including up to one re-submittal.
- Review up to 2 RFIs.
- Attend 2 site visits during construction.
    - Intermediate site visit to make observations and generate intermediate punch list.
    - Final site visit to observe finished construction, commissioning results, as-left conditions and generate final punch list.
- Prepare Record drawings based on redlines and markups provided by the Contractor. The Contractor shall be required to provide "As-Built" drawing markups after construction has been completed. HDR will prepare a set of Record Drawings based on the "As-Built" markups received from the Contractor. HDR will provide a final set of Record Drawings to the City in electronic format (PDF).

Assumptions, Clarifications and Exclusions:

- The design modification will be completed as a field change to the existing digester and cogeneration contract plans and specifications. The existing project details and specifications for the anaerobic digester and cogeneration project will be used. HDR will only provide supplemental specifications for equipment and materials not already specified.
- Coordination and construction is anticipated to require the full calendar year of 2022 based on anticipated long lead times for materials and equipment based on on-going supply chain challenges.
- Electrical design will be based on the conceptual one-line diagram drawings by Mechanical & Electrical Engineering, Inc. Scope of services does not include development of multiple design solutions for value engineering or cost comparisons between alternates.

- It is assumed that the existing electrical distribution system has enough capacity to power loads of this project.
- Full-time construction observation is not included in the scope of services. Periodic site visits will be provided as described in the scope of services to confirm general conformance with the design.
- The Contractor will be responsible for procurement of all required materials and equipment required to complete the cogeneration interconnection, start-up and commissioning. Contracting and procurement are not included in the scope of services.
- The Contractor will participate in design development reviews. Multiple design solutions for value engineering or cost comparisons between alternates is not included in the scope of services.
- Final Electrical Coordination Study and Arc Flash Analysis will be the responsibility of the Contractor and electrical subcontractor.
- Scope of services does not include any upgrades, analysis, or modifications to existing offsite utilities.
- Scope of services does not include any cost estimating. The Construction contractor will provide pricing for the proposed improvements to the City.
- HDR's scope of services does not include applying for or obtaining any required construction permits. All required permitting shall be the responsibility of the Construction Contractor.
- Scope of services does not include lightning protection system.
- Operations support during system-start up, commissioning and demonstration periods is not included in the scope of services. System-start up and demonstration period testing will be performed by the Construction Contractor, equipment manufacturer/vendors, and City operations.
- Document control during construction is not included in the scope of services and shall be performed by the Construction Contractor.
- HDR will not control or have charge of, and will not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work which will be the responsibility of the Construction Contractor shall be responsible.
- The proposed design services and extended construction support does not include any warranty reviews, warranty claims, or warranty resolution.
- The proposed services and extended construction support does not include construction claims or associated dispute resolution

Estimated Fee

HDR proposes to complete the proposed scope of services for an additional lump sum allowance of $125,000 to our remaining contract fee for extended cogeneration construction, excluding New Mexico Gross Receipts Tax (NMGRT). Invoicing for the lump sum allowance will be completed monthly as a progress percentage based on actual costs.

Based on our discussions with the City and BSC, we would also request that our existing contract be extended through the end of the 2022 calendar year to complete the cogeneration interconnection.

Please do not hesitate to contact us at (505) 830-5400 if you have any questions or want to discuss further. We look forward to continuing our positive working relationship with the City.

Sincerely,
HDR Engineering, Inc.

Chris Rodriguez, PE
Managing Principal/Associate Vice President

Aaron Meilleur, PE
Senior Vice President / Area Manager

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3200883

Contractor: **HDR Engineering Inc.**

Description: **Engineering Design and consulting Digester project**

PL# WWM195000A

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **1/13/16** Term End Date: **6/30/20**

☑ Approved by Council Date: **1/13/16**

Contract / Lease:

Amendment # **6** to the Original Contract / Lease # **16-0026**

Increase/(Decrease) Amount $ $125,000 plus nmgrt

Extend Termination Date to: **12/31/22**

☑ Approved by Council Date: **Pending**

Amendment is for: additional scope to complete project and term extension.

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate

$722,528.14 Contract# 16-0026 Termination Date: 12/31/2017 Reason: Original Contract
$0.00 Amendment # 1 #16-0528 Termination Date:NA Reason: Correct Address and Contractor
$131,300.00 Amendment #2 #17-0056 Termination Date: 6/30/2018 Reason:Increase scope,comp, and term
$0.00 Amendment #3 #18-0611 Termination Date:6/30/2019 Reason:increase term
$223,385.00 Amendment #4 #19-0551 Termination Date: 6/30/2020 Reason:Increase scope, com
$175749.50 Amendment #5 #21-0178 term date 12/31/21

3. Procurement History: **RFP 16/01/P 9/7/15**

Fran Duraway (Jan 3, 2022 13:38 MST)

Purchasing Officer Review: Jan 3, 2022 Date:

Comment & Exceptions: Amend #6 to increase and complete ongoing project 13-1-150 B. (6) b. approval of Finance Admin. CFO

4. Funding Source: **N/A** Org / Object: **5000375.572960**

Andy Hopkins (Jan 3, 2022 09:43 MST)

Budget Officer Approval: Jan 3, 2022 Date:

Comment & Exceptions:

Staff Contact who completed this form: Maya Martinez Phone # **4271**

Email: **mfmartinez@santafenm.gov**

To be recorded by City Clerk:

Clerk #

Date of Execution:

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: HDR ENGINEERING INC
DBA: HDR ENGINEERING INC

Business Location: 1917 S 67TH STREET
OMAHA, NE 68106

CRS Number: 02154898006

Owner: JOSEPH COX

License Number: 227005

License Type: Business License - Renewable

Issued Date: January 26, 2021

Classification: Out of Jurisdiction Business License

Expiration Date: January 26, 2022

Fees Paid: $10.00

HDR ENGINEERING INC
1917 S 67TH STREET
OMAHA, NE 68106

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) 5/10/2021

6/1/2022

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1429583 HDR ENGINEERING, INC. 1917 SOUTH 67TH STREET OMAHA NE 68106	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Lexington Insurance Company — 19437 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES * **CERTIFICATE NUMBER:** 14728156 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ XXXXXXX
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ XXXXXXX
	☐ OTHER:							$
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
	☐ ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	☐ UMBRELLA LIAB ☐ OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	☐ DED ☐ RETENTION $							$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			NOT APPLICABLE			☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ XXXXXXX
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A	ARCH & ENG PROFESSIONAL LIABILITY	N	N	061853691	6/1/2021	6/1/2022	PER CLAIM: $1,000,000 AGGREGATE: $1,000,000	

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

ENGINEERING SERVICES FOR PASEO REAL WASTEWATER TREATMENT PLANT ANAEROBIC DIGESTER PROJECT CIP #950, RFP 16/01P.

CERTIFICATE HOLDER

14728156
CITY OF SANTA FE, NEW MEXICO
ATTN: BRYAN ROMERO, ENGINEERING DIVISION MNGR
2651 SIRINGO ROAD, BUILDING H
SANTA FE NM 87505

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

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CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: HDR Engineering Inc.

Procurement Title: Consultant Serylces for Paseo Real Wastewater Treatment Plan Anaerobic Digester Project
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 Dept WWMD Staff Name Mike Dozier

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)
☐	X	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
	X	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: _____

Mike Dozier	Michael Dozier (Dec 21, 2021 08:59 MST)	Wastewater Management Division Director	12-21/21
Department Rep Printed Name (attesting that all information included)		Title	Date
Fran Dunaway (Jan 3, 2022 13:38 MST)		Chief Procurement Officer	Jan 3, 2022
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
AMENDMENT No. 5 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM #16-0026, #16-0528, #17-0056, #18-0611,#19-0551

AMENDMENT No. 5 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 15, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and HDR Engineering, 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, the Contractor has agreed to provide Engineering, Design and Consulting services for the City;

B. Pursuant to NMSA 1978 § 13-1-150.6 (a), the Agreement term shall be Amended for a period not to exceed the requisite time for the project completion and a subsequent warranty period; and

C. Pursuant to Article 18 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 so that Exhibit "I", attached hereto, is included in the contract.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of

compensation by a total of one hundred seventy five thousand seven hundred forty nine dollars and fifty cents ($175,749.50) plus applicable gross receipts tax as described in Exhibit "I" attached hereto, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one million two hundred fifty two thousand nine hundred sixty two dollars and sixty four cents ($1,252,962.64), plus applicable gross receipts taxes.

3. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement from June 30, 2020 to December 31, 2021, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on December 31, 2021 unless terminated pursuant to Paragraph 6, infra.

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.5 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: May 14, 2021

CONTRACTOR:
HDR ENGINEERING, INC.

Aaron Meilleur

NAME & TITLE Vice President

DATE: Apr 1, 2021

CRS# 02-154898-00-6
City of Santa Fe Business Registration
15-00003460

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK

XIV

GB MTG 04/28/2021

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Mar 30, 2021 14:12 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero Assistant Finance Director
Alexis Lotero Assistant Finance Director (May 14, 2021 10:35 MDT)

MARY MCCOY, FINANCE DIRECTOR

5000375.572960 AL
Business Unit/Line AL

HDR #5

Exhibit I

Scope of Services

The scope of services included in this request consists of the additional effort for digester start-up and operations support, extended construction duration resulting from the COVID-19 pandemic, cogeneration electrical system design revisions, site civil design modifications and the completion of the construction phase.

The extended construction duration to date includes the following activities

- Additional construction coordination meetings
- Extended project management
- Additional review of change requests and pay applications
- Coordination for City requested system modifications

Other activities not anticipated in the original scope of services includes the following:

- Digester start-up plan development and operations support including field support from HDR certified operators, review of data, and coordination meetings, and design modifications for digester gas has supports
- Site civil design revisions and coordination
- Cogeneration power electrical revisions including review of PNM related design concepts and alternate power sources for cogeneration electrical panels
- Cogeneration gas supply coordination and design modifications

A summary of the requested fee associated with these additional activities is provided below. The 2021 extended construction support scope of services includes the following activities:

- Project administration
- Coordination with HDR team members, the City, and Contractor
- Weekly construction coordination meetings through end of April 2021
- Change request, change order, and pay application review
- Cogeneration regulator coordination and field modification

- Electrical coordination and assistance, as needed, regarding cogeneration start-up and testing

Assumptions, Clarifications and Exclusions:

- The proposed additional services and extended construction support does not include any warranty reviews, warranty claims, or warranty resolution.
- The proposed additional services and extended construction support does not include construction claims or associated dispute resolution

Fee Summary

The following table provides a summary of additional costs incurred to date, remaining fee due for the belt filter press 3 project to be transferred and paid as part of the digester project, and a lump sum fee allowance for extended construction support to complete the cogeneration project and remaining punch list items. The costs summarized below exclude New Mexico Gross Receipts Tax (NMGRT)

Description	Fee (excluding NMGRT)
Digester Start-up operations, electrical support, site civil, extended construction related services to date, record drawings (Lump Sum)	89,725.00
Belt Filter Press 3 Contract Fee Transfer (Lump Sum)	11,928.06
Digester Remaining Fee to Invoice (Lump Sum)	3,192.44
Total Lump Sum Due	**104,846**
Additional extended construction support 2021 (Lump Sum Allowance)	70,904

ITEM # 16-0026

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and HDR Engineering, Inc. (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

A. Engineering design and consulting services, project management and construction oversight as specified in Exhibit "A" for CIP Project Number 950, PASEO REAL WASTEWATER TREATMENT PLANT ANAEROBIC DIGESTER PROJECT.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed seven hundred twenty two thousand five hundred twenty eight dollars and fourteen cents ($722,528.14), plus applicable gross receipts taxes.

Payment shall be made for services actually rendered in accordance with Exhibit "C" Fee Schedule.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement 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.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on December 31, 2017, unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of

all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, therefore the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. 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.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. 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.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of 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 to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. 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.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and

costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. 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. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor 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 Agreement, the Contractor 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.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age,

religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement 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.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
Wastewater Management Division
73 Paseo Real
Santa Fe, New Mexico 87507

Contractor:
HDR Engineering, Inc
Attn: Peter Brakenhoff,P.E.
2155 Louisiana NE, Suite 9500
Santa Fe, NM 87110

23. EXHIBITS

The following Exhibits are attached to and made a part of this agreement:

Exhibit A – Scope of Work
Exhibit B – Project Schedule
Exhibit C – Fee Schedule
Exhibit D – Insurance Certificate

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: 11/5/16

CONTRACTOR:
HDR ENGINEERING, INC.

NAME AND TITLE DAVID SKINNER AREA OPERATIONS MANAGER/ VICE PRESIDENT

DATE: 2/16/16

CRS# 02-154898-00-6
City of Santa Fe Business
Registration # 15-00003460

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 1/13/16

APPROVED AS TO FORM:

11/16/15
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

1-20-2016
OSCAR RODRIGUEZ, FINANCE DIRECTOR

52468.572960

EXHIBIT A – Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements

Part A - Further Description of Basic Services

The basic scope of services described in this exhibit will be provided for the City of Santa Fe Paseo Real Wastewater Treatment Plant (WWTP) Anaerobic Digester Project (CIP #950). The scope of services is based on the design of 2 new anaerobic digesters and associated equipment building to provide sludge treatment that will meet the City's (Owner) NPDES permit Class B sludge requirements. HDR Engineering, Inc.(Engineer) will provide all necessary disciplines to meet all local, federal, state Codes. The intent is to provide a sludge facility that will consist of the following main elements:

- Two concrete tanks capable of treating 65,000 gallons of thickened waste activated sludge per day
- Floating covers
- Equipment building for associated sludge treatment equipment that will blend with existing architectural style at the treatment plant
- The main anaerobic digester equipment will consist of the following:
    - Sludge transfer pumps
    - Recirculating sludge pumps and grinders
    - Hot water boiler and associated equipment with capability to use digester methane gas
    - Sludge mixing equipment
    - Heat exchanger
    - Hot water pumps
    - Digester flare
- Telemetry and Supervisory Control and Data Acquisition (SCADA) capability

The required sludge facility elements, types, and sizes will be determined as part of design related activities including active dialogue and collaboration with Wastewater Management Division Staff. Appropriate system redundancy will also be incorporated in design efforts to allow units to be taken out of service and maintain operation of the digester facility.

The following is a summary of the project tasks that will be completed as part of the scope of services:

1. Project Management Work Plan, Meetings, Coordination, and Project Management
2. Pre-Design
3. Conceptual Design (30%)
4. Preliminary Design (60%)
5. Pre-Final Design
6. Final Design
7. Bidding
8. Construction Management

A more detailed description of the activities associated with these tasks is included below.

EXHIBIT A – Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements

1. Project Management Work Plan, Meetings, Coordination, and Project Management

This task consists of the overall management of the project and will include: development and implementation of a project management plan; management of the project goals and objectives; monitoring and control of the project scope of work, budget, and schedule; management and coordination of HDR resources including staff scheduling; implementation of HDR's QA/QC program consisting of quality control reviews of all technical deliverables by senior technical staff; and preparation of monthly invoices and associated monthly progress reports.

The Project Management Plan will be developed in collaboration with the project stakeholders by preparing a DRAFT Work Plan for review and comment and a Final Work Plan that incorporates applicable review comments. The Project Management Plan will include the following:

1. Project description, summary of work and deliverables, project schedule
2. Project team, organization, and responsibilities
3. Communication protocols, documentation, meetings and workshops
4. Summary of approach to complete project
5. Summary of Quality control plan
6. Summary of project accounting and administration

Coordination efforts will also consist of verbal and written correspondence with the City of Santa Fe throughout the project including monthly coordination meetings by conference call or meetings in person throughout the duration of the project. A monthly summary of activities will be included with monthly invoicing.

2. Pre-Design Phase - Basis of Design:

The initial phase of the project design will consist of establishing the basis of design in collaboration with City staff. This task will also consist of completing a geotechnical analysis and survey that will be required to complete subsequent design tasks. The geotechnical investigation and survey will be completed during this phase of the project based on the digester site location identified by the City. The following is a summary of the activities for this task:

1. Prepare Basis of Design Technical Memorandum
2. Conduct Geotechnical Investigation
3. Conduct Design Survey

2.1. Geotechnical Investigation

HDR's geotechnical subconsultant will conduct a geotechnical investigation for the new digester facility to determine subsurface conditions required for structural design and construction recommendations. The geotechnical investigation will involve a review of all available geotechnical investigations from previous projects at the treatment plant and completion of an on-site investigation. The geotechnical services include:

a. Drilling exploratory borings at the proposed digester facility location identified by the City. The borings will be installed using a truck-mounted drill rig. It is anticipated that up to 5 borings will be installed at a depth from 40 to 70 feet and the actual depths may vary depending on field conditions and final depth of planned infrastructure.
b. Findings will be summarized in a geotechnical report. The report will include a description of the work performed, a discussion of site conditions and recommendations for structural design and construction.

2.2. Design Survey

HDR's survey subconsultant will complete a survey that will include topographic surveying in the area of proposed site location and utility mapping of surface features (e.g., manhole lids, water meter cans) to be incorporated in site plan information. Elevations of relevant structures needed for design will also be obtained during the field survey.

2.3. Basis of Design Technical Memorandum (TM)

This task will consist of establishing design criteria for the new digester facility through active dialogue and collaboration with City staff. This task will consist of the following activities:

a. Review and evaluation of historical operations data including thickened sludge flows and performance characteristics of the existing digesters including volatile suspended solids destruction and detention time
b. Process analysis using historical operations data to determine recommended digester sizing including estimated gas generation rates
c. Evaluation of operational procedures for solids handling
d. Evaluation of proposed site location and other location alternatives. This will include design considerations such as the demolition of the existing abandoned clarifier structure, location of existing yard piping, and potential corridors for new process and utility piping. Conceptual architectural elevations of the new facility will also be evaluated to match existing architecture.
e. Complete site civil and storm drainage evaluation and recommendations
f. Perform hydraulic calculations required to determine design considerations for the location and depths of the proposed digesters and equipment building with consideration of maximizing gravity flow if possible.
g. Identify and evaluate digester mixing alternatives
h. The City has identified floating covers as a requirement but HDR will also complete an evaluation of fixed and floating covers to document the proposed cover configuration. Evaluate equipment alternatives and select preferred alternative. Obtain manufacturer's information and data sheets for major equipment items. Establish design and performance criteria and select equipment. Review options and select materials of construction.
i. Perform preliminary mechanical, electrical, and structural calculations required for the design of the facility.
j. Develop preliminary opinion of probable construction cost and probable annual operations and maintenance costs.
k. Evaluation of alternatives for the use of digester methane gas including a fuel source for the boiler and the possibility of power generation
l. Evaluation of options to mitigate a corrosive environment for equipment. In areas where a harsh corrosive environment cannot be mitigated then the appropriate selection of material and equipment to function and withstand the environment will be specified
m. Evaluate equipment monitoring and process control options to determine required instrumentation and control (I&C) and SCADA capability.

The activities above will be summarized in a technical memorandum (TM). The TM will include the following sections:

1. Design Objectives and Criteria
2. Applicable Codes and Regulation
3. Hydraulic Analysis
4. Digester Covers

5. Digester Mixing
6. Digester Heating Boiler System
7. Architectural/Structural Approach
8. Electrical
9. I&C
10. Summary Cost Estimate
11. Appendices: Equipment Data Sheets and Applicable Design Calculations

A project review work session will be completed with the City to review the DRAFT TM and obtain input from the City.

Deliverables: DRAFT and Final TM

3. 30% Conceptual Design

This task will consist of developing the design based on design criteria established in the Pre-Design phase. This will include the following tasks:

a. Preparation of conceptual drawings that will incorporate survey mapping and include:
b. Preliminary Site Plan
   1) Preliminary Yard Piping Plan
   2) Preliminary Primary Clarifier Demolition Plan
   3) Preliminary Digester and Building Layouts
   4) Preliminary Process and Instrumentation Diagrams (P&ID)
c. Geotechnical investigation report
d. Outline of anticipated Technical Specifications
e. Budget-level opinions of probable construction cost
f. City review and approval

4. 60% Preliminary Design

Upon approval and direction from City Staff, HDR will prepare a 60% submittal that incorporates the 30% review comments and will include the following:

a. Preliminary Construction Plans that will include the following:
   1) Site Civil and Utility Plans
   2) Process Plans
   3) Structural Plans
   4) Architectural Plans
   5) Mechanical Plans
   6) Electrical Plans
   7) Instrumentation and Control Plans
b. Preliminary Technical Specifications that correspond to CSI Division 16 format and relevant City specifications including preliminary construction sequence and proposed coordination with plant operations.
c. Opinion of probable construction cost
d. City review and approval

5. Pre-Final Design

Upon approval and direction from City Staff, HDR will prepare a 90% submittal that incorporates the 60% review comments and will include the following:

a. Detailed Construction Plans that will include the following:
   1) Site Civil (Grading and Drainage) and Utility Plans and Details
   2) Detailed Piping plans and profiles
   3) Process Plans and Details
   4) Structural Plans and Sections

5) Architectural Plans, Sections, Elevations, Schedules, and Details
6) Mechanical Plans, Schedules, Sections, and Details
7) Electrical Plans, One-line diagrams, schedules, and details
8) Instrumentation and Control Plans

b. Detailed Specifications consisting of Technical specifications and relevant City specifications to be included in Construction Contract Documents
c. City review of Construction Contract Documents
d. Refine Opinion of Probable Construction Cost
e. City review and approval

6. Final Design Phase (Plans, Specifications and Estimate Phase)

Upon approval and direction from City Staff, HDR will prepare a Final submittal that incorporates the review comments and will include the following:

a. Final Plans and Specifications
b. Final Opinion of Probable Construction Cost
c. City Review and final approval
d. Final Basis of Design Technical Memorandum

7. Bid Phase

This task phase will consist of assisting the City with bidding and will include the following activities:

a. Assist City with preparation of bid advertisement
b. Prepare pre-bid meeting agenda and attend pre-bid meeting
c. Prepare pre-bid meeting minutes
d. Answer questions from potential bidders regarding bidding documents
e. Prepare addenda
f. Attend bid opening
g. Tabulate bid results and prepare recommendation

Bid advertisement will occur electronically using the City's website with technical bidding documents (plans and specifications) being provided by HDR in electronic (PDF) file format. 10 hard copies of the bidding documents will also be provided.

8. Construction Management

This task will consist of assisting the City with construction administration services during construction activities and will include the following activities:

a. Engineer will conduct and lead the pre-construction conference
b. Engineer and resident project representative (RPR) will attend weekly construction meetings for a 9 month construction duration
c. Engineer will conduct weekly site visits for a 9 month construction duration on the same day as weekly construction meetings to perform general field oversight of Construction Contractor's (Contractor(s)) work while it is in progress.

1) Such visits by Engineer are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general oversight of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative. Based on information obtained during such visits and oversight, Engineer will determine in general if the Work is proceeding in accordance with the

Contract Documents, and Engineer shall keep Owner informed of the progress of the Work

2) The purpose of Engineer's visits to, and representation by the Resident Project Representative at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such general oversight of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. The Engineer shall not responsible for Contractor's failure to furnish or perform the Work, or any portion of the work, in accordance with the Construction Contract Documents.
3) Engineer or RPR will reject Work if, on the basis of Engineer or RPR's oversight, Engineer or RPR believes that such Work (a) is defective under the standards set forth in the Construction Contract Documents, (b) will not produce a completed Project that conforms to the Construction Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. However, neither Engineer's or RPR's authority to reject Work nor Engineer's or RPR's decision to exercise or not exercise such authority shall give rise to a duty or responsibility of the Engineer or RPR to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.

d. Provide the services of a full-time RPR for a 9 month construction duration.

1) The RPR will oversight the progress and quality of the work being completed by the construction contractor to determine if the Work is proceeding in accordance with the Construction Contract Documents and provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents.
2) Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer or RPR shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall the RPR or Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Contractor's work in progress, for the coordination of the Contractor's work or schedules, or for any failure of any Contractor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) shall not be responsible for Contractor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents,

e. Engineer will provide any necessary written clarification and interpretation relevant to questions or requests for information (RFIs) regarding the design and specifications during construction.

f. Engineer will prepare field orders, if required, authorizing design adjustments for minor variations of Construction Contract Document requirements.

1) Review all change order requests. Individually price all requests and compare contractor request. Facilitate successful negotiation of change orders; prepare change order documents.
2) Engineer will analyze and facilitate correction of design changes resulting from unforeseen or undisclosed field conditions, as well as revisions requested by Wastewater Management Division or Designer before they become critical to schedule.
3) RPR and Engineer will compile and update a report to Wastewater Management Division documenting all contract changes and costs to so that Wastewater Management Division has current information of total construction costs and budget allocation.

g. The Engineer will review and approve material and shop drawing submittals provided by the Contractor as required by the Construction Contract Documents to complete Contractor's work. Reviews will be completed for conformance with information given in the Construction Contract Documents and compatibility with the design concept of the completed project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto and will not relieve the Contractor from completing an independent review to make sure the installed system conforms to the Construction Contract Documents.

1) RPR will use Schedule of Shop Drawings and Submittals required to be submitted by Construction Contractor to develop and manage a tracking system.
2) RPR will collect all material and equipment shop drawings and submittals in electronic file PDF format and maintain a log of all material and equipment shop drawings and submittals including all relevant comments and dates to document Contractor submittal date, engineer review and comment date. One hard copy of the shop drawings and submittals will be provided by the Contractor as part of Construction Contract Documents.

h. The Engineer will review all change orders or change directives as required and make recommendations for approval or rejection.

i. The Engineer will assist with claims review resulting from disagreements between the Owner and Engineer with the Contractor and make formal written decisions denying or approving claims relating to acceptability of Contractor's work or interpretations of the requirements of the Construction Contract Documents pertaining to the execution, performance, or progress of Contractor's work. Claims assistance will not include any activities associated with any legal action that may result between the Owner and the Contractor resulting from a claim. Activities associated with legal action between the Owner and Contractor resulting from a claim will require the negotiation of additional scope and fee to be completed as an additional service.

j. The Engineer and RPR will review and approve monthly progress payments requests by the Contractor.

1) Engineer will verify New Mexico Gross Receipts taxes for construction are at correct rate and accurately computed.

2) Engineer and RPR review and approval of payment recommendations will be in writing and will constitute Engineer's and RPR representation to Owner, based on such observations and review, that, to the best of Engineer and RPR knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents)
3) Neither Engineer's or RPR review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

k. Engineer will prepare as-built (Record) drawings based on Contractor provided redline record drawings.
l. RPR will manage and maintain construction files including contractor construction material and shop drawing submittals, progress payments, change orders, and claims.
m. RPR will maintain all required construction management documentation in RPR field office. The RPR field office will be located in the Contractor construction trailer, which will be a condition of the Construction Contract Documents.
n. RPR and Engineer will receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values and make recommendations for revision and approvals.

1) RPR and Engineer will review and analyze Contractor's progress against original or updated construction schedule, comparing actual progress with scheduled activities and duration and advise the Owner and Contractor of need to update schedule.

o. Engineer will assist the City with obtaining, reviewing, and compiling all Construction Document forms, including signed Contracts, Contractor's insurance certificates and other relevant documents, required for execution of the Construction Contract. RPR will maintain executed Construction Contract Documents on file at the Wastewater Management Division including Contractor Notice to Proceed.
p. Engineer and RPR will conduct and lead weekly construction progress meetings to jointly discuss matters of procedures, progress, problems and scheduling; distribute meeting minutes within two working days after construction progress meeting.
q. RPR will document construction progress with digital photographs and videos (as needed), posting in electronic file library with backup of photo documentation in CD. RPR

will review photo documentation with Wastewater Management Division's professional staff on a monthly basis.

r. RPR will coordinate with the Owner and Contractor for all testing requirements. Both during construction and start-up.

1) RPR will coordinate quality control testing by third part Geotechnical company hired by Contractor.

s. RPR will provide weekly review and oversight of Contractor's record drawings to make sure the Contractor is updating and recording accurate information.

t. RPR will prepare a daily progress report to summarize construction activities completed. RPR will also provide a monthly progress report Wastewater Management Division that summarizes activities for previous month including progress of construction activities, resolved issues, decisions, disputes, claims, Contractor payments, remaining budget, change orders; Test Reports, material certifications, and other relevant information.

u. Engineer and RPR will assist the City with the coordination and scheduling of Construction Contract Document equipment start-up testing and will attend testing to provide oversight of start-up activities.

1) Engineer and RPR will coordinate all training with plant operations, engineers, contractors and equipment manufacturers.

v. Engineer and RPR will conduct a final construction field review and prepare punch list

w. Engineer will attend one-year warranty review and prepare summary documentation and this will be considered incidental to completion of construction management activities.

EXHIBIT B – SCHEDULE
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements

The scope of services described in Exhibit A will be completed based on the following anticipated schedule after receiving Notice to Proceed from the City.

TASK	SCHEDULE (working days)	*ESTIMATED COMPLETION DATE
Preliminary Design (Basis of Design, Concept, Preliminary and Pre-Final)	195	8/14/16
Final Design	45	10/01/16
Bidding	90	12/30/16
Construction Administration	304	10/30/17

*Estimated completion dates are based on assumed Notice to Proceed dates of 2/01/2016 for design and 1/03/2017 for construction. Estimated completion dates will be adjusted based on actual Notice to Proceed dates. The total duration of the project is anticipated to be 17 months including design and construction.

EXHIBIT C – Fee Schedule
City of Santa Fe Wastewater Treatment Plant Digester Improvements

The scope of services described in Exhibit A will be completed for a fixed price fee as summarized in the following table.

Task Number	Task Description	
1	Project Management	$52,676.33
2	Pre-Design	$79,085.98
3	Conceptual Design	$68,419.53
4	Preliminary Design	$100,450.72
5	Pre-Final Design	$61,982.04
6	Final Design	$54,710.18
7	Bidding	$23,369.03
8	Construction Management	$281,834.33
	Total Excluding NMGRT	$722,528.14

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ITEM # 16-0528

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#16-0026

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 15, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and HDR Engineering 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 Engineering, Design and Consulting services for the City;

B. Pursuant to Article 18 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. NOTICES

Article 22 is amended to revise the address, so that Article 22 reads as follows:

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
Wastewater Management Division
73 Paseo Real
Santa Fe, New Mexico 87507

Contractor:
HDR Engineering, Inc
Attn: Peter Brakenhoff,P.E.
2155 Louisiana NE Suite 9500
Albuquerque, NM 87110

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 Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

BRIAN K. SNYDER, CITY MANAGER

Date: 5/29/2016

CONTRACTOR:
HDR ENGINEERING, INC.

NAME & TITLE Peter Brakenhoff, P.E. Vice President

Date: 06/13/16

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK mb

APPROVED AS TO FORM:

5/19/16

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

5-24-2016 AM for AS

OSCAR RODRIGUEZ, FINANCE DIRECTOR

52468.572960
Business Unit/Line Item

ITEM # 17-0056

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM #16-0026

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 15, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and HDR Engineering, 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 Engineering, Design and Consulting services for the City;

B. Pursuant to Article 18 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 so the language included in Exhibit "E", Exhibit "G", all attached hereto and incorporated herein.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one hundred thirty one thousand three hundred dollars ($131,300), plus applicable gross receipts tax as described in Exhibit "F" attached hereto and incorporated herein, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services

rendered, a sum not to exceed eight hundred fifty-three thousand eight hundred twenty-eight dollars and 14/100's ($853,828.14), plus applicable gross receipts taxes.

3. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2018 unless terminated pursuant to Paragraph 6, infra.

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. 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: 1/30/17

CONTRACTOR:
HDR ENGINEERING, INC.

NAME & TITLE
David Skinner, Area Operations Manage

DATE: 2/14/17

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 1/25/17

APPROVED AS TO FORM:

12/16/16

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

ADAM JOHNSON, FINANCE DIRECTOR

52468.572960
Business Unit/Line

EXHIBIT E – Supplemental Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements-Cogeneration Amendment

Part A - Description of Basic Design Services

The basic design scope of services described in this exhibit will be provided as supplemental scope of services for the existing HDR Engineering, Inc. contract for the City of Santa Fe Paseo Real Wastewater Treatment Plant (WWTP) Anaerobic Digester Project (CIP #950). The scope of services is based on the design of a modular pre-packaged type cogeneration system that will use digester biogas to generate a combination heat and power (CHP) system as a renewable energy source. The CHP system will generate both electrical and thermal energy to supplement the available power at the WWTP and meet heating needs for the new digester facility. The new pre-packaged cogeneration system will include the following main components:

- Pre-fabricated metal enclosure
- Engine fueled by digester generated methane gas (biogas)
- Recovery and Waste Heat Rejection Equipment
- Supervisory control and data acquisition (SCADA) control system
- Electrical system

The CHP system will also require a gas cleaning system to remove any impurities from the biogas prior to entering the CHP system.

HDR will provide professional engineering services to modify the current Anaerobic Digester Project 90% progress drawings and technical specifications to incorporate the pre-packaged cogeneration system.

The following is a summary of the project tasks that will be completed as part of the amendment:

1. Project coordination
2. Basis of Design
3. Preliminary Design
4. Final Design
5. Engineering services during construction

A more detailed description of the activities associated with these tasks is included in the following sections.

EXHIBIT E – Supplemental Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements-Cogeneration Amendment

1. Project Coordination

This task consists of additional coordination efforts required to incorporate the cogeneration project in the Anaerobic Digester Project. Coordination efforts will include the following:

- Design concept coordination meetings (3 meetings)
- Design review meetings (2 meetings)
- Verbal and written correspondence with the City of Santa Fe throughout the project
- Coordination with PNM regarding electrical interconnection requirements

2. Basis of Design:

This task will include completing a more detailed analysis and evaluation of the following items for the WWTP, which will be used as the basis of design for the cogeneration system:

- Biogas production, storage, and use
- Biogas quality
- Biogas treatment needs
- Power needs
- Digester system heating needs
- Existing electrical and natural gas use and associated costs

The additional analysis will be used to develop design criteria for the cogeneration system and this will be incorporated in the existing Digester technical memorandum (TM) as supplemental information. The following activities will be included in this task:

1. Review and evaluation of digester historical operations data focused on biogas production and natural gas usage
2. Review and evaluate historical electrical use data and associated costs
3. Evaluation of potential site locations adjacent to or near the proposed digester facility
4. Develop sizing calculations for the engine generator
5. Evaluation of engine size options with redundancy considerations
6. Review of biogas quality analysis, which will be obtained by HDR as detailed in Task 7b under special services, for consideration of gas cleaning alternatives
7. Identify and select biogas treatment alternatives
8. Evaluate storage requirements with engine operation
9. Develop preliminary opinion of probable construction cost

The activities above will be summarized in a technical memorandum (TM). The TM will include the following:

1. Process flow diagrams
2. Mass/Thermal balance calculation results
3. Sizing and location alternatives
4. Preliminary process and instrumentation diagrams and control strategies
5. General arrangement drawings
6. Preliminary equipment data sheets
7. Preliminary equipment cost estimates

A project review work session will be completed with the City to review the DRAFT TM and obtain input from the City.

3. 60% Preliminary Design

This task will consist of developing the cogeneration system design based on design information established in the basis of design task. This task will include the following activities:

1. The cogeneration system will require a modification to the following existing digester drawings, which will also include new drawings with sufficient detail to graphically show the scope, extent, and character of the work to be performed by the construction contractor. The drawings for the preliminary design will include the following:
   1) Modified digester process schematic drawings
   2) Modified digester site civil and yard piping plans and enlarged area plans for
   3) Modified digester mechanical process plans
   4) Modified digester structural plans for biogas treatment system and pre-packaged cogeneration system
   5) Modified digester mechanical plumbing plans
   6) Modified electrical plans
   7) Modified instrumentation and control drawings including biogas cleaning system process and instrumentation diagrams
   b. Preliminary technical specifications
   c. Opinion of probable construction cost
   d. City review and approval

4. Final Design Phase

HDR will prepare a final design that incorporates City review comments from the preliminary design progress submittal and will include the following:

a. Final Plans and Technical Specifications
b. Final Opinion of Probable Construction Cost
c. City Review and final approval
d. Final Basis of Design Technical Memorandum

5. Bid Phase

This task phase will consist of assisting the City with answering any questions from potential bidders regarding elements related to the cogeneration system including the biogas cleaning system. Responses to questions specific to the system will be included in overall Digester Addenda.

6. Construction Management

This task will consist of additional assistance to the City with construction administration services during construction activities required for the new cogeneration system and biogas cleaning system. The additional effort for this task will be focused on responding to requests for information (RFIs), review of material and shop drawing submittal reviews, and preparation of record drawings.

7. Special Services

HDR Engineering Inc. will provide the following special services in addition to the basic design services.

a. Supplemental Geotechnical Investigation

HDR's digester project geotechnical subconsultant will conduct a supplemental geotechnical investigation in the selected cogeneration location to determine subsurface conditions required for structural design and any related construction recommendations. The geotechnical services include:

1. Drilling exploratory borings at the selected location of the cogeneration and gas cleaning systems. The borings will be installed using a truck-mounted drill rig. It is anticipated that up to 3 borings will be installed at a depth up to 20 feet and the actual depths may vary depending on field conditions and estimated weights of the pre-packaged cogeneration system and air treatment system.
2. Findings will be summarized in a supplemental geotechnical letter report. The report will include a description of the work performed, a discussion of site conditions and recommendations for structural design and construction

b. Gas Quality Analysis

Biogas samples from the existing digester and associated laboratory analysis will be required to determine the quality of the gas as part of evaluating the biogas cleaning requirements for the new cogeneration system. HDR will prepare a gas sampling plan outlining the gas collection process and testing methods. HDR will collect duplicate gas samples and obtain lab analysis of the samples. This task will also include coordination with the lab and City staff as part of the sample collection efforts.

8. Contingency Services

HDR Engineering Inc. will provide the following services on a contingency basis and be completed only if authorized by the City of Santa Fe.

a. Supplemental Gas Quality Analysis

This task will consist of any additional biogas sampling and analysis in the event it is needed.

b. Air Quality Permitting

The City of Santa Fe will be responsible for preparing air quality permit applications and obtaining and air quality permit for the operation of the cogeneration system. If needed, HDR will provide permit assistance by providing regulatory agency coordination with the NMED Air Quality Bureau and providing supporting technical information including anticipated air emissions from the cogeneration and gas cleaning system and drawing exhibits that may be required as part of the permit application.

c. Supplemental Survey

It is assumed that existing survey information and drawings can be used for the cogeneration design and additional surveying is not anticipated. If needed, HDR's surveyor for the digester project will conduct supplemental topographic surveying in the area of proposed site location and utility mapping of surface features (e.g., manhole lids, water meter cans) to be incorporated in site plan information. Elevations of relevant structures needed for design will also be obtained during the field survey.

EXHIBIT F – Fee Schedule
Supplemental Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements-Cogeneration Amendment

The scope of services described in Exhibit E- Supplemental Services will be completed for a fixed price fee as summarized in the following table.

Task Number	Task Description	
	Basic Design Services:	
1	Project Coordination and Meetings	$8,000
2	Basis of Design	$13,000
3	Preliminary Design	$50,000
4	Final Design	$21,000
5	Bidding	$3,000
6	Construction Management	$15,000
	Subtotal 1 (Basic Design Services)	**$110,000**
	Special Services:	
7a	Geotechnical Investigation	$5,000
7b	Biogas quality analysis	$5,000
	Subtotal 2 (Special Services)	**$10,000**
8	***Contingency Services:***	
8a	Supplemental Biogas Quality Analysis	$3,000
8b	Air quality permitting	$4,500
8c	Survey	$3,800
	Subtotal 3 (Contingency Services)	**$11,300**
	Total Excluding NMGRT	**$131,300**

DRAFT-Rev 5

EXHIBIT G – SCHEDULE
Supplemental Scope of Services
City of Santa Fe Wastewater Treatment Plant Anaerobic Digester Improvements-Cogeneration Amendment

The scope of services described in Exhibit E will be completed 80 working days after receiving Notice to Proceed from the City. A summary of the anticipated schedule is outlined below.

TASK	SCHEDULE (working days)
Basis of Design	30
Preliminary Design	30
Final Design	20

ITEM # 18-0611

CITY OF SANTA FE
AMENDMENT No. 3 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM #16-0026

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 15, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and HDR Engineering, 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 Engineering, Design and Consulting services for the City;

B. Pursuant to Article 18 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. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2019 unless terminated pursuant to Paragraph 6, infra.

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.3 to the

City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CITY MANAGER

DATE: 6/16/18

CONTRACTOR:
HDR ENGINEERING, INC.

Area Operations Manager, SVP
NAME & TITLE

DATE: 6/1/18

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY 6/24

APPROVED:

FINANCE DIRECTOR

52468.572960
Business Unit/Line

ITEM # 19-0551

CITY OF SANTA FE
AMENDMENT No. 4 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM #16-0026, #16-0026, #17-0056, #18-0611

AMENDMENT No. 4 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 15, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and HDR Engineering, 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 Engineering, Design and Consulting services for the City;

B. Pursuant to Article 18 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 so that Exhibit "H", attached hereto, is included in the contract.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of two hundred twenty three thousand three hundred eighty five dollars ($223,385) plus applicable gross receipts tax as described in Exhibit "I" attached hereto, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services

rendered, a sum not to exceed one million seventy seven thousand two hundred thirteen dollars and fourteen cents ($1,077,213.14), plus applicable gross receipts taxes.

3. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2020 unless terminated pursuant to Paragraph 6, infra.

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.4 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 7/1/19

CONTRACTOR:
HDR ENGINEERING, INC.

NAME & TITLE
DAVID SKINNER, Senior Vice President

DATE: 6/27/19

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 6.26.2019

APPROVED AS TO FORM:

5/21/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52468.572960
Business Unit/Line

MARTINEZ, MAYA F.

From: DUNAWAY, FRANCES A.
Sent: Saturday, December 11, 2021 12:01 PM
To: MARTINEZ, MAYA F.
Cc: DOZIER, MICHAEL L.; JONES, SHANNON W.; MCCOY, MARY T.; LOTERO, ALEXIS C.; MARTINEZ, MARCOS D.
Subject: RE: HDR #6mmc

Hi Maya,
It would be best to do one amendment for both. (Marcos, do you concur?)

Also, ensure that the vendor provides a letter of explanation as well (what is the reason for the project going beyond 4 years? What are issues they are experiencing? Etc..) Thank you.

Respectfully,

Fran Dunaway, CNMB, CPO
Chief Procurement Officer
Finance Department/Procurement Division
Cell Phone: (505) 795-2016
fadunaway@santafenm.gov

"There are few things wholly evil or wholly good. Almost everything, especially of governmental policy, is an inseparable compound of the two, so that our best judgment of the preponderance between them is continually demanded." A. Lincoln

---

From: MARTINEZ, MAYA F. <mfmartinez@santafenm.gov>
Sent: Friday, December 10, 2021 9:59 AM
To: DUNAWAY, FRANCES A. <fadunaway@santafenm.gov>
Cc: DOZIER, MICHAEL L. <mldozier@santafenm.gov>
Subject: Re: HDR #6

Thank you Fran.
We are just taking term now so that it doesn't lapse. But we will need to increase the comp. I'm hoping we can get that amount from the contractor soon. Will that be a problem to take the comp in January?
I've asked mike to see if we can get that number now and include it but not sure we will make it for January deadlines.

From: DUNAWAY, FRANCES A. <fadunaway@santafenm.gov>
Sent: Thursday, December 9, 2021 4:28 PM
To: JONES, SHANNON W. <swjones@santafenm.gov>; MARTINEZ, MAYA F. <mfmartinez@santafenm.gov>; MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Cc: ROMERO, IRENE K. <ikromero@santafenm.gov>; DOZIER, MICHAEL L. <mldozier@santafenm.gov>; MCCOY, MARY T. <mtmccoy@santafenm.gov>; LAPAN HILL, JAREL <jlapanhill@santafenm.gov>
Subject: RE: HDR #6

Good afternoon All,

I just finished reviewing the documents attached for this 2nd. request to extend the term and increase compensation again for a professional services contract issued 12/31/2016 (4 years) for design &

engineering project management, consulting services & construction oversight to complete a construction project. Amendment #5 was issued in 4/2021 pursuant to NMSA 1978 13-1-150B. 6 (a) (b). In order to issue an Amendment #6 referencing the same section of the Procurement Code for an additional time period and increased compensation to complete the CIP project, please ensure to provide a justification memo and include this contract will no longer be amended to increase compensation or extend the term of 12/31/22 and must be signed by the Director of PUD, Chief Financial Officer/Finance Director and City Manager when submitting the contract packet for eSig approvals. Thank you.

Respectfully,

Fran Dunaway, CNMB, CPO
Chief Procurement Officer
Finance Department/Procurement Division
Cell Phone: (505) 795-2016
fadunaway@santafenm.gov
"There are few things wholly evil or wholly good. Almost everything, especially of governmental policy, is an inseparable compound of the two, so that our best judgment of the preponderance between them is continually demanded." A. Lincoln

---

From: JONES, SHANNON W. <swjones@santafenm.gov>
Sent: Thursday, December 9, 2021 3:42 PM
To: MARTINEZ, MAYA F. <mfmartinez@santafenm.gov>; DUNAWAY, FRANCES A. <fadunaway@santafenm.gov>; MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Cc: ROMERO, IRENE K. <ikromero@santafenm.gov>; DOZIER, MICHAEL L. <mldozier@santafenm.gov>; MCCOY, MARY T. <mtmccoy@santafenm.gov>; LAPAN HILL, JAREL <jlapanhill@santafenm.gov>
Subject: Re: HDR #6

Thanks you. Please keep these in place because we will need to pay the PM and contractor or the connection of the co-generation station.

Shannon Jones
City of Santa Fe
Public Utilities Department Director
(505)955-4267
swjones@santafenm.gov

From: JONES, SHANNON W.
Sent: Thursday, December 9, 2021 3:23:32 PM
To: MARTINEZ, MAYA F. <mfmartinez@santafenm.gov>; DUNAWAY, FRANCES A. <fadunaway@santafenm.gov>; MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Cc: ROMERO, IRENE K. <ikromero@santafenm.gov>; DOZIER, MICHAEL L. <mldozier@santafenm.gov>; MCCOY, MARY T. <mtmccoy@santafenm.gov>; LAPAN HILL, JAREL <jlapanhill@santafenm.gov>
Subject: RE: HDR #6

Has this been completed?

Shannon Jones
City of Santa Fe
Public Utilities Department Director
505-955-4267
swjones@santafenm.gov

From: MARTINEZ, MAYA F. <mfmartinez@santafenm.gov>
Sent: Thursday, December 9, 2021 12:10 PM
To: DUNAWAY, FRANCES A. <fadunaway@santafenm.gov>; MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Cc: ROMERO, IRENE K. <ikromero@santafenm.gov>; DOZIER, MICHAEL L. <mldozier@santafenm.gov>; JONES, SHANNON W. <swjones@santafenm.gov>
Subject: RE: HDR #6
Importance: High

Good afternoon Fran & Marcos,
If possible can either of you give us direction or approval on this amendment. We are coming up on the expiration, as well as cutting it close to not having an option available to us. The construction contract with Bradbury Stamm, that goes along with this will go to committee and is pending Budget and Purchasing's signature.

We are looking to you for your review and approval of the attached contract amendment, extending term for 1 year. The contract expires on 12/31/20, and it is a PSA, for Engineering, Construction Management and Project Management. The contract was awarded in 2016 and this will take it over the 4 years. We are currently extending the construction contract with Bradbury Stamm for an additional year.
We would like your approval to extend this contract, as it is tied to the Construction Contract.
If that is not possible, can you advise us in what we can do to continue with the construction and project/construction management, so that we can complete this project?
We are running in to a time issue as this expires at the end of the month and there are few meetings to review and approve this packet.
Thank you.

Maya Martinez
Fiscal Administrator
Public Utilities Department
City of Santa Fe
Ph 505-955-4271
Cell 505-470-5011
Fax 505-955-4275
mfmartinez@santafenm.gov

From: MARTINEZ, MAYA F.
Sent: Wednesday, December 8, 2021 8:52 AM
To: DUNAWAY, FRANCES A. <fadunaway@santafenm.gov>
Cc: ROMERO, IRENE K. <ikromero@santafenm.gov>; MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>; DOZIER, MICHAEL L. <mldozier@santafenm.gov>
Subject: RE: HDR #6

Good morning Fran.

Following up on this contract? Please advise as to what route we can or should take to keep the project going.
Thanks
m

Maya Martinez
Fiscal Administrator
Public Utilities Department
City of Santa Fe
Ph 505-955-4271
Cell 505-470-5011
Fax 505-955-4275
mfmartinez@santafenm.gov

From: MARTINEZ, MAYA F.
Sent: Monday, December 6, 2021 2:22 PM
To: DUNAWAY, FRANCES A. <fadunaway@santafenm.gov>
Cc: ROMERO, IRENE K. <ikromero@santafenm.gov>; MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>; DOZIER, MICHAEL L. <mldozier@santafenm.gov>
Subject: FW: HDR #6
Importance: High

Good afternoon Fran.
We are looking to you for your review and approval of the attached contract amendment, extending term for 1 year. The contract expires on 12/31/20, and it is a PSA, for Engineering, Construction Management and Project Management. The contract was awarded in 2016 and this will take it over the 4 years. We are currently extending the construction contract with Bradbury Stamm for an additional year.
We would like your approval to extend this contract, as it is tied to the Construction Contract.
If that is not possible, can you advise us in what we can do to continue with the construction and project/construction management, so that we can complete this project?
We are running in to a time issue as this expires at the end of the month and there are few meetings to review and approve this packet.
Thank you.

Maya Martinez
Fiscal Administrator
Public Utilities Department
City of Santa Fe
Ph 505-955-4271
Cell 505-470-5011
Fax 505-955-4275
mfmartinez@santafenm.gov

From: ROMERO, IRENE K. <ikromero@santafenm.gov>
Sent: Monday, December 6, 2021 2:09 PM
To: MARTINEZ, MAYA F. <mfmartinez@santafenm.gov>; MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>

Cc: DOZIER, MICHAEL L. <mldozier@santafenm.gov>
Subject: RE: HDR #6

Hi Maya: I would like purchasing to chime in. If they say it's ok, we can possibly approve. Also, why can't we do an emergency procurement?

Irene Romero
Administrative Manager
City Attorney's Office
200 Lincoln Avenue
Santa Fe, NM 87504
505-955-6512

This message may be subject to the attorney client privilege. 11-503 NMRA. If you have received this message in error, please delete it and alert the sender. 16-404(B) NMRA.

From: MARTINEZ, MAYA F. <mfmartinez@santafenm.gov>
Sent: Monday, December 6, 2021 2:03 PM
To: MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>; ROMERO, IRENE K. <ikromero@santafenm.gov>
Cc: DOZIER, MICHAEL L. <mldozier@santafenm.gov>
Subject: RE: HDR #6

Marcos
We can't have one without the other (Bradbury Stamm and HDR). What can we do to extent them or to keep them on with the project till its complete?

Maya Martinez
Fiscal Administrator
Public Utilities Department
City of Santa Fe
Ph 505-955-4271
Cell 505-470-5011
Fax 505-955-4275
mfmartinez@santafenm.gov

From: MARTINEZ, MAYA F.
Sent: Monday, December 6, 2021 1:49 PM
To: MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>; ROMERO, IRENE K. <ikromero@santafenm.gov>
Cc: DOZIER, MICHAEL L. <mldozier@santafenm.gov>
Subject: RE: HDR #6

But this is tied to the construction contract because of the project management.
m

Maya Martinez
Fiscal Administrator
Public Utilities Department

City of Santa Fe
Ph 505-955-4271
Cell 505-470-5011
Fax 505-955-4275
mfmartinez@santafenm.gov

From: MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Sent: Monday, December 6, 2021 1:48 PM
To: MARTINEZ, MAYA F. <mfmartinez@santafenm.gov>; ROMERO, IRENE K. <ikromero@santafenm.gov>
Cc: DOZIER, MICHAEL L. <mldozier@santafenm.gov>
Subject: Re: HDR #6

Professional Service, like Engineering Services, are limited to 4 years. Construction and general services can be extended to 10 years.

This message may be subject to the attorney client privilege. 11-503 NMRA. If you have received this message in error, please delete it and alert the sender. 16-404(B) NMRA.

From: MARTINEZ, MAYA F. <mfmartinez@santafenm.gov>
Sent: Monday, December 6, 2021 1:43 PM
To: ROMERO, IRENE K. <ikromero@santafenm.gov>; MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Cc: DOZIER, MICHAEL L. <mldozier@santafenm.gov>
Subject: RE: HDR #6

But wouldn't this fall under this?

From: MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Sent: Tuesday, November 23, 2021 2:45 PM
To: MARTINEZ, MAYA F. <mfmartinez@santafenm.gov>; ROMERO, IRENE K. <ikromero@santafenm.gov>
Subject: Re: term extension

A multi-term contract for items of tangible personal property, construction or services except for professional services, in an amount under twenty-five thousand dollars ($25,000), may be entered into for any period of time deemed to be in the best interests of the state agency or a local public body not to exceed four years; provided that the term of the contract and conditions of renewal or extension, if any, are included in the specifications and funds are available for the first fiscal period at the time of contracting. If the amount of the contract is twenty-five thousand dollars ($25,000) or more, the term shall not exceed ten years, including all extensions and renewals

NMSA 1978 § 13-1-150.

Maya Martinez
Fiscal Administrator
Public Utilities Department
City of Santa Fe
Ph 505-955-4271

Cell 505-470-5011
Fax 505-955-4275
mfmartinez@santafenm.gov

From: ROMERO, IRENE K. <ikromero@santafenm.gov>
Sent: Monday, December 6, 2021 1:39 PM
To: MARTINEZ, MAYA F. <mfmartinez@santafenm.gov>; MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Cc: DOZIER, MICHAEL L. <mldozier@santafenm.gov>
Subject: FW: HDR #6

Hi Maya: We are going beyond the four years? See email below.

Please advise.

Irene

From: DUNAWAY, FRANCES A. <fadunaway@santafenm.gov>
Sent: Tuesday, March 23, 2021 1:53 PM
To: MARTINEZ, MAYA F. <mfmartinez@santafenm.gov>; TAPIA, JIMMY P. <jptapia@santafenm.gov>; CATANACH, YODEL O. <yocatanach@santafenm.gov>; LOTERO, ALEXIS C. <aclotero@santafenm.gov>
Cc: JONES, SHANNON W. <swjones@santafenm.gov>; MCCOY, MARY T. <mtmccoy@santafenm.gov>; MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Subject: RE: RE-FW: HDR #5

Hi All,
In reviewing the attached packet this contract has expired as of June 30,2020. The memo from the department indicates that services stopped March of 2020 due to Covid19 pandemic. However, the letter from the contractor attached indicates: "that they have continued to do work based on good faith, verbal conversations and emails with the City as well as understanding a contract amendment for the work done will be processed at a later date".
Here is the timeline for this expired contract that was issued from a Construction Request for Bid (RFB) processed in 4/2015 or 9/17/15? and awarded January of 2016.

- **Contract** issued **January 15, 2016- shall terminate 12/31/2017** (unless sooner pursuant to Article 6 below) year one (1)
- **Amendment 1** issued **May 29, 2016** "revise address" – year one (1)
- **Amendment 2** issued January 30, 2017 " add Exhibit E, increase compensation & extend term ***expired 12/31/2017***: **1/1/2017 – 6/30/2018** (1yr. & 6 months) **year two (2) – 6 additional months**
- **Amendment 3** issued 6/16/18 "extend term" ***July 1, 2018 – June 30, 2019*** year three (3) 3years and 6 months. There is only 6 months remaining in this contract. However:
- **Amendment 4** issued July 1, 2019 "add Exhibit H" (where are exhibits F & G?, last exhibit added with an amendment is E?) increase compensation and extend the term ***July 1, 2019 – June 30, 2020***- the contract should have only been extended through December 31, 2020. 4 yrs. when including the additional 6 months it was extended in 2017.
- **Amendment 5** issuing **March 2021- "**add Exhibit I, compensation and extend through 12/31/21 (9 months which will put this contracts life at 5 years 3 months).

The department memo requests to retro an amendment to the contract 9 months after the contract expired 6/30/2020 due to the COVID19 pandemic which caused delays in construction and there was an In-depth review of the contract

during the delay which found that there were inconsistencies with the payments in addition to the contract expiring. Payments were then processed for prior work and then the contractor began additional requests for added assistance knowingly with an expired contract? However, the City Purchasing Office continued operations remotely processing all existing and emergency procurement requests for the City and was not shut down. The memo does not indicate that the City WWMD attempted to contact the Procurement Office for assistance for a determination to extend beyond the 4 + years life of a contract prior to June 30, 2020 or within 30 days after the expiration. The contractors letter states that there was *some* interruption due to COVID but they did not state they stopped work completely due to the COVID19 pandemic in March 2020. Also, they stated "HDR completed work in good faith based on verbal conversations and email correspondence with the City and the understanding a contract amendment for the work would be processed at a later date".

The timeline that I have provided above indicates that there were multiple inconsistencies with this contract within the 4 years of its life and to knowingly continue services utilizing an expired contract with the promise of payment and a contract amendment for additional services plus compensation that the contractor stated in their letter violates the NM Procurement Code and 2020 Procurement Manual.

Therefore, I will not sign the required SOC and Procurement Checklist as the CPO for the City that the procurement process was done in accordance with the NM State Procurement Code and the 2020 City of SF Procurement Manual. The multiple violations of the NM Procurement Code are identified as: NMSA 1978, Chapter 13 Article 1 Procurement:
13-1-95.2. CPO determination (1), (2) and (3)
13-1-150. Multi- term contracts,
13-1-158. Payments for purchases, and;
13-1-199. Penalties. Any person "that willfully" violates the Procurement Code is guilty of:
A. a misdemeanor if the transaction involves 50k. or less;
B. a fourth degree felony if the transaction involves more than $50k.

Which will need to be documented and filed, as this procurement will be most likely a huge 2020 audit finding.

If you there is other information that I am not aware of regarding this contract please email or contact me directly to discuss. Thank you.

Respectfully,

Fran Dunaway, CNMB, CPO
Chief Procurement Officer
Finance Department/Procurement Division
Cell Phone: (505) 795-2016
fadunaway@santafenm.gov

Irene Romero
Administrative Manager
City Attorney's Office
200 Lincoln Avenue
Santa Fe, NM 87504
505-955-6512

This message may be subject to the attorney client privilege. 11-503 NMRA. If you have received this message in error, please delete it and alert the sender. 16-404(B) NMRA.

From: MARTINEZ, MAYA F. <mfmartinez@santafenm.gov>
Sent: Sunday, December 5, 2021 6:15 PM
To: ROMERO, IRENE K. <ikromero@santafenm.gov>
Cc: DOZIER, MICHAEL L. <mldozier@santafenm.gov>
Subject: HDR #6

Hi Irene,
Please review and sign the attached amendment #6 for term.
Thank you!

Maya Martinez
Fiscal Administrator
Public Utilities Department
City of Santa Fe
Ph 505-955-4271
Cell 505-470-5011
Fax 505-955-4275
mfmartinez@santafenm.gov

City of Santa Fe New Mexico

Memo

Date: **December 17, 2021**

To: **City Council**
Finance Committee
Public Utility/Public Works Committee

Via: **Shannon Jones, Utility Department Director** SJ

From: **Nancy Jimenez, Utility Billing Division Director** NJ

Re: **Amendment #1 and BAR for Valli/Postal Pros/Paymentus**

Background/Summary:
The Utility Billing is respectfully asking to amend the Valli Information System Inc., DBA Postal Pros Southwest contract to continue the monthly Paymentus electronic bill pay services for utility account payments.

This monthly service charge should reduce or stop completely once the Advance Utility Billing System upgrade is finalized as Paymentus is integrated within the Advance Billing Software.

Amendment and BAR is attached for $84,000.00 for FY21/22 in business unit 5110351.510310.

Requested Action:
Approval of Amendment #1 and BAR for $84,000 for FY21/22.

Signature: Shannon Jones (Dec 17, 2021 13:50 MST)

Email: swjones@santafenm.gov

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

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

DEPARTMENT / DIVISION NAME	DATE
PUD/ UCS	12/20/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
;UCS Service Contracts	5110531	510310		84,000	
				84,000	0
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 84,000	$ -

--Attach supporting documentation/memo

Increase from Cash Balance for Paymentus charges to Valli Contract Amendmetn #1.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
511	(84,000)
TOTAL:	

Maya Martinez 12/20/2021
Prepared By *{print name}* Date

Nancy L Jimenez 12-22-21
Nancy L Jimenez (Dec 22, 2021 09:51 MST)
Division Director Signature *{optional}* Date

Shannon Jones 12/22/2021
Shannon Jones (Dec 22, 2021 09:55 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 #:

Andy Hopkins 12/22/21
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

Munis # 3202758

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#21-0320

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 30, 2021 (the "Agreement"), between the City of Santa Fe (the "City") and Valli Information Systems, Inc. dba Postal Pros Southwest (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide services as outlined in the original Agreement for the City.

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.

The Scope of Services is amended to include:

38) Paymentus.Monthly Electronic Bill Pay Services.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation as follows:

Fiscal Year 2022, eighty four thousand dollars ($84,000) plus applicable gross receipts taxes.
Fiscal Year 2023, eighty four thousand dollars ($84,000) plus applicable gross receipts

taxes.
Fiscal Year 2024, eighty four thousand dollars ($84,000) plus applicable gross receipts taxes.
Fiscal Year 2025, eighty four thousand dollars ($84,000) plus applicable gross receipts taxes.

Increase is for total of three hundred thirty six thousand dollars ($336,000.) plus applicable gross receipts taxes, so that article 3 paragraph A reads in its entirety as follows:

A. The total amount payable to the Contractor under this Agreement, excluding gross receipts tax, shall not exceed one million four hundred forty seven thousand and forty dollars ($1,447,040.) plus nmgrt, for the term of this Agreement, as described in Exhibit A, attached hereto.

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in the amount of three hundred sixty one thousand seven hundred and sixty dollars ($361,760) plus nmgrt in (FY2021) through (FY2022) The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling fourteen thousand four hundred and seven dollars and eighty eight cents ($14,407.88) shall be paid by the City to the Contractor.

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in the amount of three hundred sixty one thousand seven hundred and sixty dollars ($361,760) plus nmgrt in (FY2021) through (FY2023) The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling fourteen thousand four hundred and seven dollars and eighty eight cents ($14,407.88) shall be paid by the City to the Contractor.

3) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in the amount of three hundred sixty one thousand seven hundred and sixty dollars ($361,760) plus nmgrt in (FY2023) through (FY2024) The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling fourteen thousand four hundred and seven dollars and eighty eight cents ($14,407.88) shall be paid by the City to the Contractor.

4) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in the amount of three hundred sixty one thousand seven hundred and sixty dollars ($361,760) plus nmgrt in (FY2024) through (FY2025) The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling fourteen thousand four hundred and seven dollars and eighty eight cents ($14,407.88) shall be paid by the City to the Contractor.

3. 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 Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

By:_____
ALAN WEBBER, MAYOR

Date: _____

CONTRACTOR:
Valli Information Systems,
Inc. dba Postal Pros Southwest

_____ COO
NAME & TITLE

Date: 12/21/21

NM Taxation & Revenue
CRS # 02966947002
City of Santa Fe Business
Registration # 226869

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE

Marcos Martinez
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

5110351.510310 AH
Org. Name/Org#. AH

2021 12 15 Amendment 1 Postal Pros Valli 2022

Final Audit Report 2021-12-15

Created:	2021-12-15
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAeMGcBqTGrjzW-9E97N47a0XJlKW9drX-

"2021 12 15 Amendment 1 Postal Pros Valli 2022" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2021-12-15 - 8:46:47 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2021-12-15 - 8:47:07 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2021-12-15 - 8:47:39 PM GMT- IP address: 174.56.49.116

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2021-12-15 - 8:47:47 PM GMT - Time Source: server- IP address: 174.56.49.116

Agreement completed.
2021-12-15 - 8:47:47 PM GMT

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202758

Contractor: Valli dba Postal Pros Southwest

Description: RFP 21/32/P Printing and Mailing Service for Utility Bills and Public Utilities Dept

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: 7/1/21 Term End Date: 6/30/25

☐ Approved by Council Date: pending

Contract / Lease: Conctract $1,140,308 inclusive of grt

Amendment # 1 to the Original Contract / Lease # 210320

Increase/(Decrease) Amount $ $33 6,000

Extend Termination Date to: N/ A

☑ Approved by Council Date:

Amendment is for: Include paymentus amount

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

210320 Original Contract $1,140 308 exp 6/25 /21 approved 6/30 /21

3. Procurement History: RFP 21/32/P

Fran Dunaway (Dec 29, 2021 11:52 MST) Dec 29, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Exp: 6/30/2025. FY 21 cannot be amended for compensation-FY 21 ended June 30, 2021. need to do a payment voucher.

4. Funding Source: Water & UCS Enterprise Fund Org / Object: 5110351; 5050382; 5050

Andy Hopkins (Dec 22, 2021 14:01 MST) Dec 22, 2021

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: Maya Martinez Phone # 4271

Email: mfmartinez@santafenm.gov

To be recorded by City Clerk:

Clerk #

Date of Execution:

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: POSTAL PROS SOUTHWEST
DBA: POSTAL PROS SOUTHWEST

Business Location: 4100 HAWKINS ST NE STE B
ALBUQUERQUE, NM 87109

CRS Number: 03-342682-00-1

Owner: POSTAL SOUTHWEST

License Number: 226869

License Type: Business License - Renewable

Issued Date: March 16, 2021

Classification: Out of Jurisdiction Business License

Expiration Date: March 16, 2022

Fees Paid: $10.00

POSTAL PROS SOUTHWEST
4100 HAWKINS ST NE STE B
ALBUQUERQUE, NM 87109

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

VALLINF-01 BHEGGE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/27/2021

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: Betsy Hegge
The Hartwell Corporation PO Box 400 Caldwell, ID 83606	PHONE (A/C, No, Ext): (208) 459-1678 FAX (A/C, No): E-MAIL ADDRESS: betsyh@thehartwellcorp.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Valli Information Systems Inc DBA Postal Pros Southwest Inc 915 Main Street Suite 1000 Caldwell, ID 83605	INSURER A : Sentinel Insurance Co, Limited	11000
	INSURER B : Ohio Security Ins Co	24082
	INSURER C : Ohio Casualty Ins Co	24074
	INSURER D : Landmark American Insurance Co	33138
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			34SBAPR2982	4/6/2021	4/6/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						EPLI AGGREGATE	$ 10,000
B	AUTOMOBILE LIABILITY			BAS58431880	2/1/2021	2/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X 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)	$
								$
A	X UMBRELLA LIAB X OCCUR			34SBAPR2982	4/6/2021	4/6/2022	EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED X RETENTION $ 10,000						Aggregate	$ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			XWO56984655	10/1/2020	10/1/2021	PER STATUTE X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liabili			LCY840778	8/29/2020	8/29/2021		

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

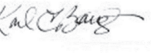
CERTIFICATE HOLDER

Santa Fe City Utility Billing
801 West San Mateo Road
Santa Fe, NM 87505

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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	INSURING AGREEMENTS	LIMITS	DEDUCTIBLE	RETROACTIVE DATE
☒	Professional Services Error	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	09/24/2018
☒	Technology Services Error	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	09/24/2018
☒	Media Activities Error	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	09/24/2018
☒	Network Security & Privacy Error	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	09/24/2018
☒	Regulatory Matter	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	09/24/2018
☒	Privacy Breach	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	N/A
☒	Data Assets Corruption	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	N/A
☒	Cyber Extortion Threat	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	N/A
	ADDITIONAL COVERAGES	LIMITS	DEDUCTIBLE	WAITING PERIOD
☒	Electronic Business Interruption	$3,000,000 Each Claim $3,000,000 Aggregate	N/A	12 hours
☒	Network Outage	$100,000 Each Claim $100,000 Aggregate	N/A	12 hours
☒	Service Provider Business Interruption	$1,000,000 Each Claim $1,000,000 Aggregate	N/A	12 hours
☒	Service Provider Network Outage	$100,000 Each Claim $100,000 Aggregate	N/A	12 hours
☒	Payment Card Industry Fines, Penalties & Assessments	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	N/A
☒	Cyber Crime	$100,000 Each Claim $100,000 Aggregate	$10,000	N/A
☒	Reputational Harm	$100,000 Each Claim $100,000 Aggregate	$10,000	N/A
☒	Telecommunications Fraud	$100,000 Each Claim $100,000 Aggregate	$10,000	N/A
☒	Criminal Reward	$50,000 Each Claim $50,000 Aggregate	N/A	N/A

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Valli dba Postal Pros Southwest

Procurement Title: RFP 21/32/P Printing and Mailing Service for Utility Bills

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 Department / UCS Staff Name Nancy Jimenez

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: _____

Nancy L Jimenez
Nancy L Jimenez (Dec 22, 2021 09:51 MST)

Nancy Jimenez, UCS Division Director — Utility Billing Div. Dir. — 12-22-21
Department Rep Printed Name (attesting that all information included) — Title — Date

Fran Dunaway
Fran Dunaway (Dec 29, 2021 11:52 MST)

Chief Procurement Officer — Dec 29, 2021
Purchasing Officer (attesting that all information is reviewed) — Title — Date

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

*

City of Santa Fe, New Mexico
Memorandum

DATE: May 28, 2021

TO: Governing Body
Finance Committee
Public Utilities/Public Works

VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Shannon Jones, Public Utilities Department Director SJ

FROM: Nancy L. Jimenez, Utility Billing Division Director NLJ

ITEM AND ISSUE:
Request for the Approval of RFP #21/32/P the Total Amount of $1,140,308 for utility bill prints, postage and insert information, for 4 years; Valli Information Systems Inc., DBA Postal Pros Southwest; (Nancy L Jimenez, Utility Billing Division Director, nljimenez@santafenm.gov, 505-955-4364)

BACKGROUND AND SUMMARY:
Postal Pros has been working with the City of Santa Fe for over 4 years, they are our current bill print company for our monthly utility bills along with any inserts and postage used for the monthly utility bills. Postal Pros' overall score, costs and local preference was clearly the front runner in the RFP process.

Postal Pros works with Utility Billing on a daily bases, they have and will continue to make themselves available should we need assistance at any time. With Postal Pros' history with the City's current billing system and they have experience with our soon to be finalized upgraded utility billing system, they will be an asset to the Utility Billing functions. They also currently interact with our Paymentus payment processes that will also continue in the upgraded billing system.

The estimated costs per year for this 4 year contract is $277,760 plus nmgrt of 8.4375% per year ($7,320) for a total of $285,080.

PROCUREMENT METHOD:
RFP #21/32/P, which will expire on June 30, 2025.

CONTRACT NUMBER:
The FY22 Munis contract number is 3202758.

FUNDING SOURCE:
Fund Name/Number: Utilities Admin Fund/511
Munis Org Name/Number: Utility Billing Admin/5110531
Munis Object Name/Number: Service Contracts/510310

ACTION REQUESTED:
Public Utility Billing Division respectfully requests your review and approval for RFP# 21/32/P to Valli Information Systems Inc., DBA Postal Pros Southwest.

Item# 21-0320
Munis Contract# 3202758

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 **Valli Information Systems Inc. DBA Postal Pros Southwest** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall provide the following services for the City:

1) Contractor shall be responsible for the weekly printing and mailing of the City of Santa Fe utility bills and 15 day notices for water, sewer and refuse services for residents and businesses on a four (4) cycle per month and final bills are done weekly. In addition to the monthly invoices, the Contractor must be able to print and deliver an annual water report and other such reports on an as needed basis. The City of Santa Fe utilizes a third party Contractor (Paymentus) for customers to access a PDF of their bills

2) The average monthly total of bills to be printed and mailed and/or email out is approximately 40,000. Billing data files will be submitted weekly.

3) Contractor will receive and accept input data files in at least one of the following formats, .xml, .txt, .pcl, .afp, .pdf . The files will be sent to the Contractor's secure ftp site. Files received from the City are to be processed through a custom program to format into two print ready files; a statement file and a reminder/delinquent letter file. Statement files are also flagged for select inserts as required by the City. When files are processed they are encoded to use specific forms with multiple fonts, based on criteria in the data. Acceptable files should be flat files and pdf files for printing. Once files have been submitted by the City, the Contractor should have samples of bills for City to review and approve prior to printing.

4) Contractor must assure City of Santa Fe of confidentiality in the handling of customer information. Discarded billings must be shredded in a cross-cut or confetti manner and properly disposed of in a private dumpster or

refuse receptacle. Under no circumstances shall customer data be discarded in an un-shredded condition or discarded in a public dumpster or refuse receptacle. Contractor must be SSAE 16 certified.

5) The Contractor will provide a means for secure data transmission to and from City of Santa Fe and a method to confirm receipt of any or all data transmissions.

6) The Contractor will have the staffing and resources necessary to print, fold, insert, sort and mail the bills generated each day by the following business day.

7) The Contractor will employ electronic pre-sorting in order to attain postal discounts and provide for the mailing of City of Santa Fe utility bills, 15 day notices and special mailings (annual water report and inserts) at the lowest rates possible. Each statement is bar-coded prior to printing with each address CASS and PAVE certified to USPS requirements. Additionally, Delivery Point Validation (DPV) is incorporated into the process to validate that the provided address information is a physical address served by the Postal Service.

8) The Contractor will mail multiple bills with the same mailing address in one package, incorporating the IMB (Intelligent Mail Barcode) and Full Service Submission.

9) The Contractor will at all times, maintain an adequate workforce and an adequate supply of paper, forms, envelopes, etc. to enable the execution of the work on this contract without delay due to lack of manpower, supplies or materials. Inability to perform the services required due to a lack of manpower, supplies or materials may result in termination of the Contract.

10) The Contractor will be capable of printing full-color graphics and charts and variable usage graphs in order to make the City of Santa Fe statements eye-appealing, easy to understand, informative and fully functional. Statement redesign services should be offered as part of the onboarding efforts.

11) The Contractor will deliver statements via eMail for those consumers who have established on-line accounts with City of Santa Fe.

12) The Contractor will accommodate business rules for pulled statements and review and release processes prior to print and mail.

13) The Contractor will procure and warehouse any and all paper, forms, envelopes or other supplies and materials that shall be used in the execution of this contract. City of Santa Fe shall not be invoiced for nor

pay any reimbursement costs for paper, forms, envelopes or other supplies and materials used by the Selected Service Provider to provide the services required.

14) For mailing purposes, the Contractor will provide and make use of preprinted number ten (#10) window envelopes with interior tinting or printing for visual security. In addition, the Contractor shall enclose in each bill one (1) number nine (#9) envelope with interior security tinting or printing as a convenience to the residents and businesses for the return of payments and up to five inserts. Multiple page statements are collated then folded and machine inserted into the window envelope. Inserts are very often selectable. The City indicates which statements are to receive selected inserts.

15) The Contractor will exclude the return envelope in the mailings to customers who usually pay via bank draft, on line, or in person.

16) The Contractor will provide all prices in per-unit fees that shall be all-inclusive and cover the costs of any and all services rendered by the Contractor, with the exception of the cost of postage. The per-unit fee applicable to each bill or each insert printed must include the total cost associated with providing the service to City of Santa Fe. These costs shall include, but not be limited to, any and all costs associated with staffing, software, hardware, printing equipment, printing supplies, mailing materials, etc. necessary to perform the services stipulated. The per-unit price must be all-inclusive and there shall be no additional charges for jammed / wasted / obsolete materials or any other form of overhead associated with this Contract.

17) The Contractor will provide, at no additional cost pdf proofs of each document prior to the first mailing run and for the next two subsequent runs so City of Santa Fe may view and approve samples of the Contractor's proposed billings before the actual utility bills are printed and mailed to the residents and businesses. After 3 processing runs without issue, the Contractor will have a fully automated processing solution that does not require any interruption prior to mailing.

18) The Contractor will have a disaster recovery plan which includes backup power, offsite data centers, redundancy of equipment and a formal disaster recovery agreement or site.

19) The City of Santa Fe will be provided the ability to view the images online of exactly what has been mailed to each customer. This service should include the ability to download or reprint a statement. Images should be made available to City of Santa Fe for a minimum of one (1) year from the date the item was printed.

20) The Contractor will offer a return mail service to assist with the handling of return mail. This service should include detailed reporting which is available on demand through an online portal.

21) The Contractor will be able to print full color duplexed statements.

22) The Contractor will print inline advertisements or inserts to accompany statements when requested to do so at no additional cost to City of Santa Fe.

23) The Contractor will provide production and IMB mail tracking capability to City of Santa Fe. These services will be available through an online portal with twenty-four (24) hour and seven (7) day a week access.

24) The Contractor will have page level tracking in the production environment with a closed loop quality system. This system must identify suspect mail pieces and out sort any document that is not successfully scanned at insert. Any suspect documents should be automatically reprinted and require no human intervention. A mail run data file should be employed to provide the job instructions to production equipment.

25) Statement form is imaged as the variable information is laser printed on perforated paper with a preprinted back. Delinquent accounts are imprinted with "Past Due" and final and reminder notices are printed letter style on 60# white paper.

26) The Contractor will "Pull bills" as needed based upon criteria specified by City and special handling statements (select statements that are combined and hand collated) are processed and mailed as directed by the City.

27) Postage is billed after each cycle. The City of Santa Fe is not required to prepay postage.

28) Utility statements will be available electronically through a secure Web based portal, allowing City customer service access as well as optional electronic delivery of utility statements in lieu of a printed and mailed utility statement.

29) Statements may be viewed, downloaded, saved, e-mailed and/or printed. Automated e-mail notification of statement availability should be included as well as an 18 month online statement history.

30) Statement Archiving – On a billing cycle to cycle basis, the City's utility statements are archived to pdf for reference by the customer service department. Archiving includes: Statements are imaged "as printed and

mailed", including corrections to addresses due to postal optimization processing, in order to exactly represent statement received by the City's utility customers.

31) Search indexes include Name, Account Number, Service Number, Service Address and Billing Date. Compound and relational searches across all indexes should be available as well as full text search capability across the entire database. Search retrieval speed should not exceed two seconds.

32) Customization and Programming as required.

33) Reformatting of data file to correspond to customized layout.

34) Logical processing on data as required by City.

35) Incorporating 15 day notices and annual water report into the statement runs.

36) Additional Services – Contractor provides print broker services to obtain best pricing for preprinted envelopes, billing forms and other printed material as requested.

37) Additionally, Contractor warehouses, provides inventory services and insures City's warehoused stock.

2. Compensation.

A. The total amount payable to the Contractor under this Agreement, excluding gross receipts tax, shall not exceed one million one hundred and eleven thousand and forty dollars ($1,111,040) plus nmgrt, for the term of this Agreement, as described in Exhibit "A", attached hereto.

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in the amount of two hundred seventy- seven thousand seven hundred sixty dollars ($277,760) plus nmgrt in (FY2022). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seven thousand three hundred and twenty dollars and thirty eight cents ($7,320.38) shall be paid by the City to the Contractor.

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in the amount two hundred seventy-seven thousand seven hundred sixty dollars ($277,760) plus nmgrt in (FY2023). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seven thousand three hundred and twenty dollars and thirty eight cents ($7,320.38) shall be paid by the City to the Contractor.

3) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in the amount of two hundred

seventy- seven thousand seven hundred sixty dollars ($277,760) plus nmgrt in (FY2024) The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seven thousand three hundred and twenty dollars and thirty eight cents ($7,320.38) shall be paid by the City to the Contractor.

4) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in the amount of two hundred fifty seven thousand seven hundred sixty dollars ($277,760) plus nmgrt in (FY2025). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seven thousand three hundred and twenty dollars and thirty eight cents ($7,320.38) shall be paid by the City to the Contractor.

B. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **6/30/25** 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. Entire Agreement.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with 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. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

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

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

21. Records and Financial Audit.

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

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions,

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

23. New Mexico Tort Claims Act

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

24. Invalid Term or Condition.

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

25. Enforcement of Agreement.

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

26. Notices.

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

To the City:
Public Utilities Department
801 W. San Mateo
Santa Fe, NM 87505

To the Contractor:
Valli Information Systems Inc.
DBA Postal Pros Southwest
4100 Hawkins St. NE Ste. B
Albuquerque, NM 87109

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: Jul 15, 2021

CONTRACTOR:
Valli Information Systems Inc.
DBA Postal Pros Southwest

NAME

COO
TITLE

DATE: 5/27/21
CRS# 02966947002
Registration # _____

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Jul 16, 2021 10:27 MDT)

KRISTINE BUSTOS MIHELCIC, CITY CLERK XIV
GB MTG 6/30/21

CITY ATTORNEY'S OFFICE

Marcos Martinez
Marcos Martinez (May 26, 2021 15:42 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero, Assistant Finance Director
Alexis Lotero, Assistant Finance Director (Jul 15, 2021 17:27 MDT)

MARY MCCOY, FINANCE DIRECTOR

5110351.510310, 5110351.561000, 5050381.510310, 5050382.510310 AJH
Org. Name/Org#.

APPENDIX C

COST RESPONSE FORM

RFP# 21/32/P

Description	Type	Quantity	Cost per Item
Paper costs	Full Color, Duplex, 8.5 x 11	480,000	$0.07319
Envelope costs	#10 Outgoing & #9 Return	480,000	$0.03247
Postage costs	First-Class Presort	480,000	$0.398
Administrative costs	Inserting & Delivery to PO	480,000	$0.0333
Special Mailing and Inserts costs	Quoted Per Job/Per Specificatio		
Additional Services costs	eBills		$0.15

All amounts provided must include all labor, materials and profit to provide the services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

Option Year 1: (July 1, 2021-June 30, 2022) Price: $257,760

Option Year 2: (July 1, 2022-June 30, 2023) Price: $257,760

Option Year 3: (July 1, 2023-June 30, 2024) Price: $257,760

Option Year 4: (July 1, 2024-June 30, 2025) Price: $257,760

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202758

Contractor: Valli dba Postal P os Southwest

Description: RFP 21/32/P Printing and Mailing Service for Utility Bills and Public Utilities Dept

Contract ☐ Agreement ◉ Lease / Rent ☐ Amendment ☐

Term Start Date: 7/1/21 Term End Date: 6/30/25

☐ Approved by Council Date: pending

Contract / Lease: Conctract $1,140,308 inclusive of grt

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☑ Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. **Procurement History:** RFP 21/32/P

Fran Dilaway (Jun 9, 2021 [illegible] MDT)

Purchasing Officer Review: Jun 9, 2021 Date:

Comment & Exceptions: Initial Award from RFP issued - Term of Contract begins July 1, 2021 FY 22

4. **Funding Source:** Water & UCS Enterprise Fund **Org / Object:** 5110351; 5050382; 5050

Andy Hopkins (Jun 7, 2021 09:54 MDT)

Budget Officer Approval: Jun 7, 2021 Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Maya Martinez Phone # 4271

Email: mfmartinez@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

VALLINF-01 BHEGGE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/27/2021

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
The Hartwell Corporation
PO Box 400
Caldwell, ID 83606

CONTACT NAME: Betsy Hegge
PHONE (A/C, No, Ext): (208) 459-1678 FAX (A/C, No):
E-MAIL ADDRESS: betsyh@thehartwellcorp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Co, Limited	11000
INSURER B : Ohio Security Ins Co	24082
INSURER C : Ohio Casualty Ins Co	24074
INSURER D : Landmark American Insurance Co	33138
INSURER E :	
INSURER F :	

INSURED
Valli Information Systems Inc
DBA Postal Pros Southwest Inc
915 Main Street Suite 1000
Caldwell, ID 83605

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						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			34SBAPR2982	4/6/2021	4/6/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						EPLI AGGREGATE	$ 10,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			BAS58431880	2/1/2021	2/1/2022	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE			34SBAPR2982	4/6/2021	4/6/2022	AGGREGATE	$
	DED X RETENTION $ 10,000						Aggregate	$ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A		XWO56984655	10/1/2020	10/1/2021	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liabili			LCY840778	8/29/2020	8/29/2021		

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

CERTIFICATE HOLDER

Santa Fe City Utility Billing
801 West San Mateo Road
Santa Fe, NM 87505

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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INSURING AGREEMENTS	LIMITS	DEDUCTIBLE	RETROACTIVE DATE
☒ Professional Services Error	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	09/24/2018
☒ Technology Services Error	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	09/24/2018
☒ Media Activities Error	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	09/24/2018
☒ Network Security & Privacy Error	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	09/24/2018
☒ Regulatory Matter	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	09/24/2018
☒ Privacy Breach	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	N/A
☒ Data Assets Corruption	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	N/A
☒ Cyber Extortion Threat	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	N/A
ADDITIONAL COVERAGES	LIMITS	DEDUCTIBLE	WAITING PERIOD
☒ Electronic Business Interruption	$3,000,000 Each Claim $3,000,000 Aggregate	N/A	12 hours
☒ Network Outage	$100,000 Each Claim $100,000 Aggregate	N/A	12 hours
☒ Service Provider Business Interruption	$1,000,000 Each Claim $1,000,000 Aggregate	N/A	12 hours
☒ Service Provider Network Outage	$100,000 Each Claim $100,000 Aggregate	N/A	12 hours
☒ Payment Card Industry Fines, Penalties & Assessments	$3,000,000 Each Claim $3,000,000 Aggregate	$10,000	N/A
☒ Cyber Crime	$100,000 Each Claim $100,000 Aggregate	$10,000	N/A
☒ Reputational Harm	$100,000 Each Claim $100,000 Aggregate	$10,000	N/A
☒ Telecommunications Fraud	$100,000 Each Claim $100,000 Aggregate	$10,000	N/A
☒ Criminal Reward	$50,000 Each Claim $50,000 Aggregate	N/A	N/A

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

BUSINESS REGISTRATION

Business Name: POSTAL PROS SOUTHWEST
DBA: POSTAL PROS SOUTHWEST

Business Location: 4100 HAWKINS ST NE STE B
ALBUQUERQUE, NM 87109

CRS Number: 03-342682-00-1

Owner: POSTAL SOUTHWEST

License Number: 226869

License Type: Business License - Renewable

Issued Date: March 16, 2021

Classification: Out of Jurisdiction Business License

Expiration Date: March 16, 2022

Fees Paid: $10.00

POSTAL PROS SOUTHWEST
4100 HAWKINS ST NE STE B
ALBUQUERQUE, NM 87109

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

Ver. 16 2/7/2020

City of Santa Fe, New Mexico

Memo

DATE: May 24, 2021

TO: Fran Dunaway, Chief Procurement Officer
City of Santa Fe

VIA: Shannon Jones, Public Utilities Director
Nancy Jimenez, Utility Billing Division Director

FROM: Halona Crowe, Procurement Manager
Public Utilities/Utility Billing Division

SUBJECT: Evaluation Committee Report, Printing and Mailing Service for Utility Bills
RFP #21/32/P

In accordance with the Request for Proposals for Printing and Mailing Service for Utility Bills issued April 1, 2021, six responses were submitted from the following Offerors: InfoSend, Sebis, OSG, The Master Touch, Valli Information Systems parent corporation to Postal Pros Southwest and Level One Tech, and were evaluated by the committee.

Summary of Evaluation Committee Activity

The Evaluation Committee members are as follows:

Nancy Jimenez, Utility Billing Division Director
Halona Crowe, Billing and Meter Reading Manager and Procurement Manager
Caryn Fiorina, Mountain River Consulting Inc.

This Evaluation Committee Report summarizes all criteria used in scoring the responses:

- May 5, 2021 - Received Proposal Submittals
- May 6, 2021 to May 10, 2021 – Committee members reviewed submittals individually
  - Scoring based on:
    - Organizational Experience – Up to 150 points
    - Organizational References – Up to 100 points
    - Mandatory Specifications – Up to 250 points
    - Desirable Specifications – Up to 225 points
- May 11, 2021 Evaluation Committee met to discuss individual score sheets and come to consensus
- May 12, 2021 Evaluation Committee finalized score sheets and selected the following offerors:
  - InfoSend
  - Level One
  - Valli Information Systems/Postal Pros Southwest (PPSW)

Section IV.B, Technical Specifications

Section IV.B.1, Organizational Experience (150 Total Points)

	PPSW	Level One	InfoSend
Offeror Points	148	122	140

Organizational Experience

Specifications:

Offeror must:

- provide a detailed and brief description of relevant corporate experience with city and or state government, and private sector. The experience of all proposed subcontractors must be described. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of bill print, mailing, emailing, and special mailing and printing. All bill print, mailing, emailing, and special mailing and printing provided to private sector will also be considered
- provide a detailed and brief resume or bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Offeror must include key personnel education, work experience, relevant and applicable certifications and or licenses

Evaluation Factors:

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/ licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

Postal Pros Southwest (PPSW)

The Evaluation Committee awarded PPSW 148 points based on the Offeror's response. PPSW has more than 40 years of experience working with utility agencies and was acquired by Valli Information Systems in 2015 which has more than 30 years of experience. PPSW has experience printing bills for other cities and is the current bill print vendor for the City of Santa Fe; therefore they have a unique understanding of city 'bill print file' and overall business processes. PPSW detailed all the services offered which includes real time tracking to address any unforeseen issues. All key employee biographies show they have been with company for more than five years.

Level One

The Evaluation Committee awarded Level One 122 points based on the Offeror's response. Level one has been in business since 2004 and has grown to a large nationwide company. Level One is experienced with the city's current billing system. They offer many services and highlighted some of their implementation services rather highlighting expertise focusing on bill print. All key personnel biographies show a minimum of two years to more than 10 years of experience with the company.

InfoSend

The Evaluation Committee awarded InfoSend 140 points based on the Offeror's response. InfoSend is a large company that has nationwide utility customers. They offer a Software as a service (SaaS) approach to document and data processing. They were the bill print vendor for the City of Santa Fe in the past. They are also business partners with Advanced. All key personnel biographies have been with the company for at least 10 years.

Section IV.B.2, Organizational References (100 Total Points)

	PPSW	Level One	InfoSend
Offeror Points	100	78	100

Organizational References

Specifications:

Offeror must provide a list of a minimum of three (3) references from similar projects/programs performed for private, city, state or large local government clients within the last three (3) years.

Offeror shall include the following Business Reference information as part of its proposals:

- Client name
- Project description
- Project dates (starting and ending)
- Technical environment (e.g., Software applications, Internet capabilities, Data communications, Network, Hardware)
- Staff assigned to reference engagement that will be designated for work per this RFP
- Client project manager name, telephone number, fax number and e-mail address.

Evaluation Factors:

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix E). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

PPSW

The Evaluation Committee awarded PPSW Postal Pros 100 points based on the Offeror's response. The organizations references provides are all cities that use PPSW for statement printing and online payment services.

Level One

The Evaluation Committee awarded Level One 78 points based on the Offeror's response. The references include only one city.

InfoSend

The Evaluation Committee awarded InfoSend 100 points based on the Offeror's response. The organization reference included many city references. Rio Rancho NM being one of its local clients.

Section IV.B.3, MANDATORY SPECIFICATIONS (250 Total Points)

	PPSW	Level One	InfoSend
Offeror Points	248	215	225

Mandatory Specifications

Specifications:

- Print weekly bills, or daily if necessary, upload/email e-bills, special mailings, inserts by accepting data files on a secure website. Data files may be sent as often as daily; more than one file may be sent in one day and may be sent overnight. Turn-around time for sample bill review should be no more than four (4) hours for large files (cycle bills), less time is desirable. The City of Santa Fe should be afforded a means to identify bills that will be removed from mailing.
- Once bills/mailings are approved, they must be mailed/emailed no later than the next business day.
- Must collaborate with Paymentus for processing of ebills, payments, inserts, etc.
- Must be capable of printing full color duplexed statements, graphics, QR codes, bar codes, colored fonts, etc. and have adequate an supply of paper, ink, envelopes, and equipment necessary to fold and insert bills into envelopes.
- All prices must be in a per-unit fee structure and cover all service costs. There should not be any additional charges for jammed, wasted, or obsolete materials.
- Bills with the same name and mailing address must be combined into one mailing envelope.
- Postage must not be prepaid by the City of Santa Fe.
- A PDF file should be available for archiving each batch of mailed and emailed bills.
- A search index should be made available and include Name, Account Number, Service Number, Service Address, Billing Date, Duplicate Bill specification, Amount Due,

Balance Forward, and Adjustment Amount. Compound and relational searches across all indexes should be available as well as full text search capability across the entire database. Search retrieval speed should not exceed two seconds. A means to download this information into Excel is desirable.

- The City of Santa Fe requires future redesign/modification of bills upon the migration to a new billing software system and may also require a change in the file submission times and formats.

Evaluation Factors:

- Print weekly bills, or daily if necessary, upload/email e-bills, special mailings, inserts by accepting date files on a secure website. Data files may be sent as often as daily; more than one file may be sent in one day and may be sent overnight. Turn-around time for sample bill review should be no more than four (4) hours for large files (cycle bills), less time is desirable. The City of Santa Fe should be afforded a means to identify bills that will be removed from mailing.
- Once bills/mailings are approved, they must be mailed/emailed no later than the next business day.
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- Bills with the same name and mailing address must be combined into one mailing envelope.
- Postage must not be prepaid by the City of Santa Fe.
- A PDF file should be available for archiving each batch of mailed and emailed bills.
- A search index should be made available and include Name, Account Number, Service Number, Service Address, Billing Date, Duplicate Bill specification, Amount Due, Balance Forward, and Adjustment Amount. Compound and relational searches across all indexes should be available as well as full text search capability across the entire database. Search retrieval speed should not exceed two seconds. A means to download this information into Excel is desirable.
- The City of Santa Fe requires future redesign/modification of bills upon the migration to a new billing software system and may also require a change in the file submission times and formats.

PPSW

The Evaluation Committee awarded PPSW 248 points based on the Offeror's response. PPSW is able to meet all mandatory requirements. Since PPSW is located in Albuquerque NM the mailing time that customers will receive is 1-2 days. This vendor is responsive will all requests, currently works with the city's bill payment company, and requires no implementation time.

Level One

The Evaluation Committee awarded Level One 215 points based on the Offeror's response. Level One is able to meet majority of mandatory requirements with a few exceptions, has a very good user portal and currently works with the city's bill payment company. However, this vendor submitted their own Services Agreement that included conditions with which the city would unlikely agree. The printing of bills will be in Arizona so the delivery time from Arizona to Santa Fe could be 3-5 days before our customers receive their bills.

InfoSend

The Evaluation Committee awarded InfoSend 225 points based on the Offeror's response. InfoSend was able to meet a majority of mandatory requirements with a few exceptions. InfoSend suggested additions to the City of Santa Fe contract with which the city would unlikely agree. The bill print portal does not allow for individual bills to be pulled from the file for corrections or deletion. Their manual process would significantly impact the city's bill processing time. InfoSend is requesting a deposit from the City for postage. The printing of bills will be in Texas so the delivery time from Texas to Santa Fe could be 3-5 days before our customers receive their bills.

Section IV.B.4, Desirable Specifications (225 Total Points)

	PPSW	Level One	InfoSend
Offeror Points	207	195	188

Specifications:

- Special letter design services.
- Reports for tracking of costs, volume of bills by date/month/year, etc., volume of special mailings, etc.
- Offer a return mail service to assist with the handling of return mail. This service should include detailed reporting which is available on demand through an online portal.
- Offer a means of tracking/tracing lost mail or emailed bills as reported by the City of Santa Fe customers.

Evaluation Factors:

- Special letter design services.
- Reports for tracking of costs, volume of bills by date/month/year, etc., volume of special mailings, etc.
- Offer a return mail service to assist with the handling of return mail. This service should include detailed reporting which is available on demand through an online portal.
- Offer a means of tracking/tracing lost mail or emailed bills as reported by the City of Santa Fe customers.

PPSW

The Evaluation Committee awarded PPSW Postal Pros 207 points based on the Offeror's response. PPSW meets all desirable specifications including services to assist with returned mail.

Level One

The Evaluation Committee awarded Level One 195 points based on the Offeror's response. Level One meets desirable specifications including IMB tracing.

InfoSend

The Evaluation Committee awarded InfoSend 188 points based on the Offeror's response. InfoSend meets desirable specifications including handling returned mail directly instead of the city, but with additional charges.

Section IV.C, Business Specifications

Section IV.C.1, Financial Stability (Pass/Fail)

	PPSW	Level One	InfoSend
Pass/Fail	Pass	Pass	Pass

Specifications:

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g., D & B report).

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.2, Letter of Transmittal (Pass/Fail)

	PPSW	Level One	InfoSend
Pass/Fail	Pass	Pass	Pass

Specifications:

The Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX D. The form must be completed and must be signed by the person authorized to obligate the company. Failure

to respond to ALL items, as indicated in Section II.C.30 and APPENDIX, and to return a signed, unaltered form will result in Offeror's disqualification.

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.3, Signed Campaign Contribution Disclosure Form (Pass/Fail)

	PPSW	Level One	InfoSend
Offeror Points	**Pass**	**Pass**	**Pass**

Specifications:

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.

Evaluation Factors:

Pass/Fail only. No points assigned.

Section IV.C.4, Oral Presentation (125 Total Points)

	PPSW	Level One	InfoSend
Offeror Points	**120**	**113**	**112**

Oral Presentation

Specifications:

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Department. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

Evaluation Factors:

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda.

PPSW

The Evaluation Committee awarded PPSW 120 points based on the Offeror's response. This vendor requires no transition and set-up time thereby eliminating the risk of any billing delays, and they are partnered with Paymentus, reducing any time to establish the working relationship.

They have a successful history of bill delivery-time and the city will benefit from the bills being mailed from within the state. PPSW understands that communication is the most important aspect of helping a client when transitioning to a new billing system and noted that receiving data files and mapping as soon as possible was important to such transition. They can run concurrent files to compare and contrast so making any necessary changes could happen immediately.

When asked, this vendor stated exceptional experiences working with utility billing clients were those that included excellent communication, and conversely, the most frustrating being those with poor communication such as when the client does not take time to look at the document proof provided to them that results in the need to work all night to rectify a situation.

This vendor communicated that every member of their team receives emails and has a phone, enabling them to respond to after-hours communication from a client. They utilize a group email blast process to ensure every member is aware of a client's communication.

PPSW Postal Pros communicated that the city's successful migration to a new billing system will be a priority to them and will be available how ever needed to help with the process.

Level One

The Evaluation Committee awarded Level One 113 points based on the Offeror's response. This vendor anticipates a transition and set up time of approximately 45 to 60 days and presented clear milestones to reach scope of work readiness. Level One is partnered with Paymentus, reducing any time to establish the working relationship.

They stated bills should be delivered within 2 to 3 business days (mailed on a Monday and received by customer before or on Thursday). Level One suggested we reach out to their clients in response to the request that they describe their customers' satisfaction with delivery times.

Level One communicated that when working with a client transitioning to a new billing system it was important that the client understand their data. They have "solution consultants" and experienced staff to help with that process. However, the city is confident that Advanced will be able to provide the data needed by the selected vendor.

When asked, this vendor stated exceptional experiences working with utility billing clients included a successful bill redesign and helping with client conversion to ebilling. A frustrating experience was a delay in going live due to exceptionally long time spent on a bill's redesign.

This vendor communicated after-hours communication was easy with their on-line customer support and identified the person that would be available 24/7.

Level One communicated that they are available in any way the city needs them to work with our integration team for Advanced, and already having a working relationship with Advanced is a benefit to the city.

InfoSend

The Evaluation Committee awarded InfoSend 112 points based on the Offeror's response. This vendor anticipates a transition and set up time of approximately 45 to 90 days. A duration longer than 45 to 60 days is not acceptable to the evaluation committee.

InfoSend stated bills should be received by customers within 2 to 3 business days of mailing and provided an explanation of how they utilize their different business locations to maximized delivery times.

This vendor states they have successfully worked with multiple clients going through billing system conversions and emphasized that the information received from Advanced is key to the city's successful billing and mailing services.

When asked to provide an exceptional experience working with a utility billing entity they responded that a client told them they loved them; providing no relevant response. The vendor responded that frustrating experiences working with utility billing clients have been actually related to working with the USPS.

InfoSend communicated an encompassing process to help ensure after-hours communication availability that will include a dedicated account manager.

This vendor communicated that will make resources available to work with Advanced and the city's migration to the new billing system. Their relationship with Advanced.

Section IV.C.5, Cost (100 Total Points)

	PPSW	Level One	InfoSend
Cost	97	77	75

Specifications:

Offerors must complete the Cost Response Form in APPENDIX C. Cost will be measured by unit.

Evaluation Factors:

The evaluation of each Offeror's cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Cost}}{\text{Each Offeror's Cost}} \times \text{Available Award Points}$$

The cost score will be calculated by adding the budget totals of all eight years.

Cost Items

1. Paper costs
2. Envelope costs
3. Postage costs
4. Administrative costs
5. Special Mailing and Inserts costs
6. Additional Service costs

PPSW

The Evaluation Committee awarded PPSW a 97 based on the Offeror's response. PPSW cost proposal is the same as the cost for current services – they did not increase prices on this new contract and did not propose any increase over the course of the four-year contract.

Level One

The Evaluation Committee awarded Level One 77 points based on the Offeror's response. Level One provided insufficient cost information for thorough vendor costs comparison and they presented a contract cost increase for year four. This vender also charges for services the city is currently receiving such as bill archiving, inserting material with bills and certain administrative costs for which the city would not pay with the current vendor.

InfoSend

The Evaluation Committee awarded InfoSend 75 points based on the Offeror's response. InfoSend did not follow Cost Response Form format and it was very hard to identify final cost. Neither did they respond to potential annual contract cost increase. This vender also charges for services the city is currently receiving such as bill archiving, inserting material with bills and certain administrative costs for which the city would not pay with the current vendor.

Section IV.C.6, NM Preferences

	PPSW	Level One	InfoSend
NM Business Preference	50	0	0
NM Veterans Preference	0	0	0

Specifications:

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors MUST include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

Evaluation Factors:

Percentages will be determined based upon the point-based system outlined below.

- The City shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.
- When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 3% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

PPSW

Offeror submitted NM Preference Certificate. Offeror awarded fifty (50) points. Offeror did not submit NM Business/Veterans Certificate. Offeror awarded zero (0) points.

Level One

Offeror did not submit NM Preference Certificate. Offeror awarded zero (0) points. Offeror did not submit NM Business/Veterans Certificate. Offeror awarded zero (0) points.

InfoSend

Offeror did not submit NM Preference Certificate. Offeror awarded zero (0) points. Offeror did not submit NM Business/Veterans Certificate. Offeror awarded zero (0) points.

Evaluation Summary

	PPSW	Level One	InfoSend
Section IV.B.1. Technical Specifications Organizational Experience (150 Points)	148	122	140
Section IV.B.2. Technical Specifications Organizational References (100 Points)	100	78	100
Section IV.B.3. Technical Specifications Mandatory Specification (250 Points)	248	215	225
Section IV.B.4. Technical Specifications Desirable Specification (225 Points)	207	195	188
Section IV.C.1. Business Specifications Financial Stability (Pass/Fail)	P	P	P
Section IV.C.2. Business Specifications Letter of Transmittal (Pass/Fail)	P	P	P
Section IV.C.3. Business Specifications Signed Campaign Disclosure Form	P	P	P
Section IV.C.5. Business Specifications Oral Presentation (125 Points)	120	113	112
Section IV.C.5. Business Specifications Cost 100 Points)	97	77	75
Section IV.C.6. Business Specifications New Mexico Resident Business Preference 5%	50	0	0
Section IV.C.6. Business Specifications New Mexico Resident Veteran Preference 10%	0	0	0
TOTAL POINTS AWARDED	**970**	**800**	**840**

Evaluation Committee Recommendation

Based on the Evaluation Committee's evaluation of the proposals submitted, as detailed above, the committee respectfully recommends awarding the contract to perform the scope of work as outlined in the Printing and Mailing Service for Utility Bills RFP # 21/32/P to the one (1) proposal receiving the highest scores along the natural point-break, PPSW, subject to agreement between the Public Utilities Department, Utility Billing Division and the selected Offeror. Awarding the contract to the recommended Offeror is in the best interest and is most advantageous to the City of Santa Fe, Public Utility Department and Utility Billing Division.

Committee Signature Approval

Nancy L. Jimenez
Evaluation Committee Member

5/24/21
Date

Halona Crowe
Evaluation Committee Member /
Procurement Manager

5/24/21
Date

Caryn Fiorina
Caryn Fiorina (May 24, 2021 21:31 MDT)

Caryn Fiorina
Evaluation Committee Member

05/24/2021
Date

Chief Procurement Officer Signature Approval

Fran Dunaway
Chief Procurement Officer
City of Santa Fe

5/25/2021
Date

Signature: Nancy L Jimenez
Nancy L Jimenez (May 25, 2021 07:55 MDT)

Email: nljimenez@santafenm.gov

Signature: Shannon Jones

Email: swjones@santafenm.gov

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Valli dba Postal Pros Southwest

Procurement Title: RFP 21/32/P Printing and Mailing Service for Utility Bills

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 Department / UCS Staff Name Nancy Jimenez

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: _____

Nancy L. Jimenez
Nancy L. Jimenez (May 28, 2021 15:26 MDT)

Nancy Jimenez, UCS Division Director — 5/10/21
Department Rep Printed Name (attesting that all information included) — Title — Date

Fran Dunaway
Fran Dunaway (Jun 9, 2021 09:03 MDT)

Chief Procurement Officer — Jun 9, 2021
Purchasing Officer (attesting that all information is reviewed) — Title — Date

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

*

Signature: Shannon Jones

Email: swjones@santafenm.gov